

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, OCTOBER 3, 2017 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. Recommendations from the appointed Proposition “D” Independent Evaluation Committee regarding the City of National City District Transactions and Use Tax. (Finance)
2. [Presentation on Project Labor Agreements and Affordable Housing Policy and Financing by LeSar Development Consultants. \(Housing & Economic Development\)](#)

INTERVIEWS / APPOINTMENTS

3. Interviews and Appointments - Veterans and Military Families Advisory Committee. (City Clerk)

CONSENT CALENDAR

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City authorizing the Mayor to execute the Third Amendment to the Lease by and between the City and the Boys and Girls Club of Greater San Diego, Inc., consenting to a sublease between the Boys and Girls Club and Integrity Charter School for the city-owned land and building located at 1430 "D" Avenue in National City. \(Housing & Economic Development\)](#)

6. [Resolution of the City Council of the City of National City authorizing the establishment of an Engineering Department Grants Fund appropriation of \\$365,000 in Disadvantaged Community \(DAC\) Planning Grant funds through the Proposition 1 DAC Involvement Grant Program for the Paradise Valley Creek Water Quality and Community Enhancement Project and establishment of a corresponding revenue budget. \(Engineering/Public Works\)](#)
7. [Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City \(Buyer\) to piggyback the National Joint Powers Alliance \(NJPA\) Contract #081716-KTC with Kenworth Truck Company through Inland Kenworth \(US\) Inc. \(authorized dealer\) to award the purchase of one \(1\) T400 Series Conventional 10 yard dump truck to Inland Kenworth \(US\) Inc., in an amount not to exceed \\$149,951.88. \(Engineering/Public Works\)](#)
8. [Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City \(Buyer\) to piggyback the National Joint Powers Alliance \(NJPA\) Contract #113012-HDI with H.D. Industries, Inc. \(manufacturer\) through the Haaker Equipment Company \(distributor\) to award the purchase of one \(1\) H.D. Industries Pro-Patch TCM-425-80 DHE mounted on a 2018 Ford F-750 chassis to Haaker Equipment Company for pothole repairs, in an amount not to exceed \\$180,109.58. \(Engineering/Public Works\)](#)
9. [Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City \(Buyer\) to piggyback the City of Modesto Bid and Specifications No. 1617-12 to award the purchase of one \(1\) RAVO 5 iSeries Sweeper to Municipal Maintenance Equipment, in an amount not to exceed \\$253,574.18. \(Engineering/Public Works\)](#)
10. [Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to utilize San Diego County's Contract No. 553982 to award the purchase of three P25 MCC7500 consoles for the National City Police Dispatch Center, from Motorola Solutions, Inc. in an amount not to exceed \\$227,689, using FY16 Urban Area Security Initiative \(UASI\) Grant Funds. \(Fire\)](#)
11. [Resolution of the City Council of the City of National City, 1\) authorizing the acceptance of the County of San Diego's Community Enhancement Program grant funds of \\$10,000 for the special event "A Kimball Holiday",](#)

- with no matching funds required; 2) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego to receive FY18 Community Enhancement Program grant funds; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget. (Community Services)
12. Temporary Use Permit – Harvest Fest hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 31, 2017 from 6 p.m. to 9 p.m. with no waiver of fees. (Neighborhood Services)
 13. Investment transactions for the month ended July 31, 2007. (Finance)
 14. Warrant Register #7 for the period of 08/09/17 through 08/15/17 in the amount of \$1,803,390.22. (Finance)
 15. Warrant Register #8 for the period of 08/16/17 through 08/22/17 in the amount of \$987,526.96. (Finance)
 16. Warrant Register #9 for the period of 08/23/17 through 08/29/17 in the amount of \$1,808,798.21. (Finance)

PUBLIC HEARINGS

17. Public Hearing on the adoption of an Ordinance of the City Council of the City of National City amending Table 18.21.040 related to the maximum area and number of accessory structures. (Applicant: Fred Puhn) (Case File 2017-21 A) (Planning)
18. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Title 6 Section 6.04 of the National City Municipal Code regarding business tax rates to comply with current law, including 1) reverting gross receipts and flat business tax rates to those established by Ordinance No. 1606, enacted in 1977, correcting rate calculations where necessary; 2) repealing the Marginal Tax Rate Table; 3) repealing Appendix D to Ordinance No. 1606; and 4) refunding business taxes and associated applicable fees overpaid within the twelve months prior to the effective date of this ordinance. (Finance)

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

NEW BUSINESS

19. [Temporary Use Permit – Wavetec requesting to use the lot located at 1918 Cleveland to repair a 43 ft. sailboat from October 3, 2017 thru December 31, 2017 with no waiver of fees. \(Neighborhood Services\)](#)
20. [Report to the City Council of the City of National City from the appointed Proposition “D” Independent Evaluation Committee containing a recommendation regarding the City of National City District Transactions and Use Tax, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code. \(Finance\)](#)
21. [Report and Presentation on Sewer Rate Study and Proposed Rate Increase. \(Engineering/Public Works\)](#)
22. [Discussion of the proposed termination of the federal Deferred Action for Childhood Arrivals \(DACA\) program, including consideration of a Resolution in support of the program. \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

23. [Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Letter of Consent approving the transfer in interest of Centerline California Corporate Partners IV, L.P. and Related California Corporate IV SLP, L.P. as Limited Partners to National Community Renaissance of California, a California non-profit corporation, or an affiliate of the General Partner, to enable the refinancing and rehabilitation of Vista del Sol Apartments located at 1545 Q Avenue in National City. \(Housing and Economic Development\)](#)

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 17, 2017 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Presentation on Project Labor Agreements and Affordable Housing Policy and Financing by LeSar Development Consultants. (Housing & Economic Development)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Presentation on Project Labor Agreements and Affordable Housing Policy and Financing by LeSar Development Consultants.

PREPARED BY:

Carlos Aguirre, Housing and Economic Dev. Mgr.

DEPARTMENT: Housing & Economic
Development

PHONE: 619-336-4391

APPROVED BY: 

EXPLANATION:

LeSar Development Consultants (LDC) was requested by the City of National City to provide a "neutral" (non-advocatory) overview of Project Labor Agreements (PLAs). The first briefing memo attached examines the legal definition of PLAs and the intended outcomes and impacts of these agreements.

LDC will also provide summary information addressing financing mechanisms for affordable housing and related infrastructure with emphasis on the legislation recently approved by the State of California to promote development of affordable housing. The second briefing memo attached provides a summary of legislation that affects local policy formation enabling streamlined permitting and funding sources that will become available in 2018.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

N/A

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Project Labor Agreements Memorandum
2. Affordable Housing Financing Memorandum



Memo – Project Labor Agreements

To: Carlos Aguirre, Housing and Economic Development Manager, City of National City
 Brad Raulston, Deputy City Manager, City of National City
 Alfredo Ybarra, Director Housing & Economic Development, City of National City

From: Artemis Spyridonidis, Senior Associate, LDC
 Sharon Hudnall, Senior Associate, LDC

Date: September 12, 2017

Re: Task 1: Project Labor Agreements

I. Introduction

LeSar Development Consultants (LDC) was requested by the City of National City to provide a “neutral” (non-advocatory) overview of Project Labor Agreements (PLAs) that would address these points:

“What are PLAs? What are they designed to achieve? What are the pros and cons? At what point do PLAs make financial sense, and when do they not? Are there other ways to achieve the desired impacts, such as local preference, or prevailing wage?”

This briefing memo examines the legal definition of PLAs and the intended outcomes and impacts of these agreements. Cornell University’s PLA evaluation tool, entitled “Test for Determining the Financial Feasibility,” is also included. In addition, this Memo summarizes the standard arguments for and against PLAs posed by labor groups and the building industry. Finally, practices such as Local Preference, Targeted Hiring, and requiring prevailing wage rates are examined as potential alternative to PLAs that might accomplish many of the same objectives.

II. What are Project Labor Agreements?

A **Project Labor Agreement (PLA)** is a pre-hire contract negotiated between the project manager, contractors, and unions that establishes the terms and conditions of employment for a specific construction project. Through negotiations, construction unions determine the wage rates and benefits of all employees working on the project. These terms apply to all contractors and subcontractors who successfully bid on the project. PLAs typically require contractors to hire workers through union halls, and non-union workers must pay union dues for the length of the project. In addition, contractors must follow union rules on pensions, work conditions, and dispute

resolution. In exchange, unions give up their right to strike and to undertake other job actions that could potentially cause delays and cost overruns.

PLAs may be used on both public and private projects, and even apply to all agency-wide or citywide construction projects. A PLA can be created for a single project or multiple projects. As a policy, cities may adopt a Master Project Labor Agreement, which typically includes local and/or targeted hiring provisions, is negotiated once, and applies to all projects under the purview of the municipal agency. One example of a Master PLA is the departmental PLA entered into by the City of Los Angeles Department of Public Works, which covers all construction contracts awarded by the agency's Board, and includes targeted hiring provisions for local disadvantaged residents and apprentices.

A local example of a regional PLA-type contract is the "Project Stabilization Agreement" (PSA) between San Diego Unified School District, San Diego Building and Construction Trades Council, and Southwest Regional Council of Carpenters (2009). Developed for major school construction and upgrade work covered by bonds (Propositions S and Z), the PSA governs a project if it is equal to or exceeding \$1 million in value, based on the "construction cost estimate prior to the submittal of the individual project estimate to the state." The PSA sets basic standards for contractor hiring, dispute resolution, payment of fringe benefits, and utilization of apprentices.¹

III. Intended Outcomes of PLAs

PLAs are designed to ensure that projects are: (1) completed on time; (2) completed on budget; and, (3) completed without any labor disputes (e.g. strikes or slowdowns) during the time period of construction.

Federal Legislation

Executive Order 13502, enacted by the Obama Administration (Feb. 2009), states that PLAs are intended to prevent special challenges to government-funded projects over \$25 million. The "special challenges" they seek to prevent are referred to in the Executive Order as follows:

- Labor disputes that delay completion dates;
- Difficulties asserted by contractors in predicting labor costs and/or interruptions in labor supply;
- Lack of coordination among employers;
- Uncertainty about the terms and conditions of employment of various groups of workers; and,
- Frictions or disputes regarding coordination among contractors and/or terms and conditions of employment, resulting from the absence of an agreed upon resolution mechanism.

In sum, a PLA is intended to ensure that in a complex project involving multiple contractors and multiple crafts, everybody works together, points of conflict are minimized, and things get done in an orderly fashion so that schedules can be maintained, and a good quality project completed on time.²

¹ San Diego Unified School District, Project Stabilization Agreement. <https://www.sandiegounified.org/project-stabilization-agreement-psa>

² Ralph Scharnau and Michael F. Sheehan. Project Labor Agreements in Iowa: An Important Tool for Managing Complex Public Construction Projects. (October 2004) <http://www.iowapolicyproject.org/2002-2004docs/041201-PLAs-xs.pdf>

IV. Desired Impacts of PLAs

The desired impacts of government PLAs are formed at the outset of a project in order to: guarantee efficient, timely and quality work; establish fair and consistent labor standards and work rules; supply skilled labor and an experienced and highly competent work force; establish set labor-related costs over the project's life; establish stable labor-management relations through legally binding dispute resolution mechanisms; and, provide protection from strikes, lockouts and other similar disruptions.

V. When DO PLAs Make Financial Sense?

The decision as to whether a PLA makes sense is most often made on a case-by-case basis. PLAs are more likely found appropriate—and experience has demonstrated great value—for larger, more complicated projects that last more than a few months and that often present unique scheduling issues. Large-scale, multi-phase projects often have a Master PLA. However, agency-wide or city-wide “standing” PLAs for all public works projects can create a scenario for inappropriately applying the complex PLA framework to smaller or simpler crafts or trade projects.

a. Test for Determining Financial Feasibility

The following guidelines, developed at Cornell University,³ provide a checklist for agency and board decision-makers’ consideration:

- 1) Base the decision to ratify or authorize the Project Labor Agreement on a review of the project manager or a consultant’s report and recommendation.
- 2) The project manager /consultant’s report should analyze the particular cost savings and other benefits which a project labor agreement would provide.
- 3) Among factors to be considered are:
 - Labor cost savings from coordinating various craft schedules and other terms / conditions via a uniform agreement instead of various local union agreements.
 - Potential cost savings and flexibility due to alternative dispute resolution procedures in response to job site problems, jurisdictional disputes and workers compensation claims.
 - Potential benefits (time and money saved, public convenience) of ensuring labor harmony for the duration of the project.
 - Whether a PLA would provide more immediate and efficient access to a pool of skilled journey level workers and apprentices.
- 4) Consider local labor market conditions: Is there a documented skilled labor shortage in the area? Is there likely to be one during the length of the project? Will other projects be competing for the same labor pool? ⁴ (The competition for skilled construction and trades workers is currently

³ Kotler, “Project Labor Agreements in New York State: In the Public Interest.” P. 11.

⁴ According to Freddie Mac, the construction industry is struggling with a shortage of skilled labor. The number of open construction jobs has risen steadily since the recession to 154,000 in May 2017. The increase in unfilled job openings is due to the industry’s challenge in attracting Millennials and the increased enforcement of immigration laws. (Kelsey Ramirez, “Freddie Mac: Construction employers struggle to attract Millennials;

intense. The labor shortage in this sector is attributed to a large percentage of older workers retiring, lack of training programs, and a step up in immigration enforcement. According to the California Employment Development Department, in San Diego County, 67,200 people were employed in the construction industry in June 2015. The EDD projects total construction industry employment will reach 71,900 jobs in San Diego County by 2022.

- 5) Would a PLA provide an opportunity for apprentice recruitment and training?
 - Consider the likelihood that the skill level will translate into safer job performance with reduction in costs due to lower injury rates.
- 6) How would a PLA contribute to an on-time and on-budget completion of the project?
 - Is the project of such complexity that a delay in one area will significantly delay the entire project? Does this project have serious time constraints?
 - Would delay seriously inconvenience the entity, its clients, or the general public? (For example, could project interruptions delay the opening of a school, or cause transportation congestion, or interfere with revenue flow, as with non-collection of bridge tolls?)
- 7) The language of the PLA should ensure that hiring is done in a nondiscriminatory manner, that contractors are permitted to retain a certain percentage of “core” employees, and that all successful bidders must become signatories to the PLA. In particular, it is important to take these steps:
 - Direct that a PLA be concluded prior to the opening of bids and include the complete agreement in the bid package.
 - Conduct bidding pursuant to a PLA in a nondiscriminatory manner, open to union and nonunion contractors.

b. Cost Thresholds, Generally

The widespread voluntary use of PLAs on private-sector projects demonstrates their benefits and usefulness as an engineering management tool. Because the owners of private projects are profit-driven, the widespread use of PLAs on these projects over long time spans is a good indication that PLAs, *especially on large, and/or complex projects*, most often produce noticeable positive net benefits.⁵

Although PLAs may be used for a range of construction projects, regardless of size, the trend historically in California has been to primarily apply them to large multi-phase or complex infrastructure projects costing millions to billions of dollars. Recent examples of such projects locally, concerning PLAs in place with the San Diego County Building and Construction Trades Council, AFL-CIO (an association comprised of 22 member unions), are:

- Petco Park: PLA (\$456.8 million public-private project)

increased immigration enforcement drives away laborers.” Housingwire. (July 31, 2017) <https://www.housingwire.com/articles/40836-freddie-mac-construction-employers-struggle-to-attract-millennials>.

⁵ Project Labor Agreements in Iowa: An Important Tool for Managing Complex Public Construction Projects. Ralph Scharnau & Michael F. Sheehan. October 2004. <http://www.iowapolicyproject.org/2002-2004docs/041201-PLAs-xs.pdf>

- San Diego Unified School District: Project Stabilization Agreement under Propositions S and Z, with a \$2.1 billion bond to renovate schools
- San Diego Emergency Water Storage Project: PLA - \$1.2 billion project

However, since 1999, PLAs have become prevalent at large and small local governments in California's major metropolitan areas. They are being applied to projects of all sizes, ranging from large infrastructure projects down to contracts for bathroom renovations as low as \$20,000.⁶ Cases of downward-spiraling cost thresholds for PLAs in California are most often found in school districts with Master PLAs relating to bond funding or municipalities with department-wide PLAs. For example:

- Los Angeles Unified School District: Proposition BB Contracts - \$175,000 for prime multi-trade construction contracts; \$20,000 for prime specialty contracts.
- Orange County Construction Program Stabilization Agreement (2000 – 2004): \$225,000 or more for general contracts, \$15,000 or more for specialty contracts county-wide. Another example in Orange County is the Rancho Santiago Community College District Project Stabilization Agreement (2003), developed for capital improvement projects under the Measure E bond, which applies to contracts \$200,000 and above.
- Santa Ana Unified School District: Measure C Contracts - \$225,000 or more for general contracts, \$15,000 or more for specialty contracts, and \$5,000 for single-trade contracts.

In contrast, in New York State, the Wicks Reform Act of 2008 waived earlier procurement requirements mandating separate specifications and bidding for sub-projects such as plumbing, heating, and electrical work on public works projects. While encouraging PLA use, the new law exempts more than 70 percent of public works projects from Wicks rules by raising project thresholds from \$50,000 to \$3 million—a 60-fold jump for New York City, to \$1.5 million for downstate suburbs, and up to \$500,000 for upstate projects. These changes were intended as cost-saving measures. (The New York State Division of Budget predicted that the legislation would save New York City \$200 million in long term capital construction costs for FY 2009, along with annual debt service savings of \$14 million by FY 2012.) The reforms also represented a further policy endorsement of PLA use.⁷

VI. Arguments Favoring and Opposing PLAs

a. Arguments in Favor of PLAs

Proponents of PLAs argue that they make sense for public works projects because these collective bargaining agreements do the following:

- Promote a planned approach to labor relations.
- Allow contractors to more accurately predict labor costs and schedule production timetables.
- Reduce the risks of shoddy work and costly disruptions.

⁶ Kevin Dayton. From Peace to Absurdity – The Emergence of Cost Thresholds and Multi-Project Coverage for Project Labor Agreements in California: Shifting the Purpose from Labor Peace to Cutting Competition. (February 4, 2013) <http://laborissuesolutions.com/tag/cost-thresholds-for-project-labor-agreements/>

⁷ Kotler, "Project Labor Agreements in New York State: In the Public Interest." P. 15.

- Encourage greater efficiency and productivity.

A report published by the Economic Policy Institute⁸ found that : “If designed properly, PLAs can help projects meet deadlines by guaranteeing a steady supply of highly skilled labor through the building and construction trades unions’ nationwide network of referral systems and by reconciling the various work routines of the many trades. PLAs also help to assure timely completion by keeping projects free from disruptions resulting from local labor disputes, grievances, or jurisdictional issues.”

In countering an anti-PLA study published by the Association of Builders and Contractors, the State Building and Construction Trades Council of California asserts that, by keeping jobs in local communities, PLAs are an effective driver for economic growth. The Council argues that PLAs also provide a concrete mechanism for increasing the number of skilled workers in communities where there is a labor shortage (through apprenticeship programs) and for assuring that taxpayers’ investments are leveraged through local hiring agreements and community benefits.⁹

A PLA standardizes otherwise incompatible work schedules, apprentice-journey level ratios, hours, payment arrangements, and other terms and conditions, providing greater cost efficiencies. According to a study of PLAs in New York State,¹⁰ “On a typical construction project operating without the benefit of a PLA, there can be 15 or more different collective bargaining agreements covering work being performed by various crafts.” Multiple, separate union contracts lead to inefficiencies that can be reduced by a PLA because “they are negotiated to cover all the crafts on a single project, and the term of the PLA coincides with the duration of the project.”

In summary, proponents assert that PLAs provide job stability and prevent costly delays by: (1) providing a uniform contract expiration date so that the project is not affected by the expiration of various local union agreements while the PLA is in effect; (2) guaranteeing no-strikes and no-lockouts; (3) providing alternative dispute resolution procedures for a range of issues; (4) assuring that contractors get immediate access to a pool of well-trained and highly-skilled workers through union referral procedures during the hiring phases and throughout the life of the project; and, (5) providing a driver for local economic development, jobs creation and other social benefits.

b. Arguments in Opposition to PLAs

Generally, challenges to these agreements assert that they:

- Interfere with an employee's right to choose to join a union.

⁸ Matthew M. Bodah and Dale Belman, “Building Better: A Look at Best Practices for the Design of Project Labor Agreements.” Economic Policy Institute (August 12, 2010).

http://www.epi.org/publication/building_better_a_look_at_best_practices_for_the_design_of_project_labor/

⁹ State Building and Construction Trades Council of California, News Bulletin. “Labor, Management Inform Local Government Why PLAs Work.” (August 8, 2011)

<http://www.sbctc.org/docuserfiles/files/whyplaswork.pdf>

¹⁰ Fred B. Kotler, “Project Labor Agreements in New York State: In the Public Interest [Electronic version]. (Ithaca, NY: Cornell University, School of Industrial and Labor Relations — Extension Division, Construction Industry Program) (2009), pages 2 & 3. <http://digitalcommons.ilr.cornell.edu/reports/22/>

- Drive up construction costs. Specifically, they: (1) drive up the lowest bid for the project by decreasing competition; and, (2) increase the costs by subjecting contractors to union hiring and work rules.
- Exclude open-shop (non-union) contractors from bidding on projects by placing restrictions or pre-qualifications on the bidding conditions.¹¹

These points are discussed below.

Interfere with an employee's right to join a union. PLAs generally require contractors bidding on a project to:

- Hire employees through union hiring halls. This process sometimes prevents a non-union company from hiring its own employees and forces it to accept the workers the union hiring halls send to them.
- Pay workers' health and welfare benefits to union trust funds. Because non-union companies have their own benefit plans, this provision causes these companies to pay benefits twice: once to the union and once to the company plan.
- Potentially exclude non-union workers from participating in apprenticeship training programs.
- Follow union work rules.
- Require their workers to pay union dues and fees in order to work on a PLA project. As a result, non-union contractors are often deterred from bidding on projects covered by PLAs, consequently narrowing the pool of likely bidders and decreasing competition.^{12,}

Increased Costs and Fewer Bidders – Key Studies.

According to a Massachusetts study conducted by Beacon Hill Institute, PLAs add 12 percent to the cost of construction; a Connecticut study found that PLAs add 18 percent to the cost of construction.¹³

A September 2001 study by Ernst & Young,¹⁴ commissioned by Erie County, New York, analyzed the impact of PLAs on public construction projects and concluded that the number of bidders was reduced for projects with PLAs, as "the use of PLAs strongly inhibits participation in public bidding by non-union contractors."

A PLA report from the Worcester Municipal Research Bureau stated that PLAs reduced the number of bidders on construction projects, and led to lower savings than would be possible where contractors are able to work under their usual arrangements for employees.¹⁵

¹¹ Project Labor Agreements on Federal Projects: A Costly Solution / August 2009, pages 18 & 19.

¹² A study by the Weber-Merritt Research Firm found that 70% of contractors would be "less likely" to bid on a federal project if it required a PLA. (Maurice Baskin, Esq. Venable LLP, "Union-only Project Labor Agreements: The Public Record of Poor Performance," 13-16 (2005 Edition). <http://www.opencontracting.com/studies/pdfs/PublicRecordofPoorPerformance2005.pdf> (accessed May 28, 2009).

¹³ Project Labor Agreements on Federal Projects: A Costly Solution, page 22.

¹⁴ Erie County (NY) Courthouse Construction Projects: Project Labor Agreement Study (September 2001), p. 23.

¹⁵ PLAs on Public Construction Projects: The Case For and Against (May 2001).

In March 2006, the Public Interest Institute released a study concluding that the PLA agreed for the construction of the Iowa Events Center project in downtown Des Moines placed an “unnecessary burden” on local workers, businesses and taxpayers.¹⁶

PLA opponents, such as the Associated Builders and Contractors, argue the Office of Management and Budget reported no instance in which federally funded non-PLA projects worth \$25 million or more suffered from cost overruns or delays over the period 2001-2008.¹⁷ In this regard, ABC asserts that a primary objective for forming a PLA (preventing work stoppages and budget overruns) may be achieved through other management tools and strategies.

Reduction of Available Labor Pool.

Opponents claim that since more than 80 percent of all construction workers in the United States are not members of any union, PLAs give preferential treatment or “set-aside” employment to less than 20 percent of the construction workforce.¹⁸

VII. Alternatives to Achieving the Assumed Benefits of PLAs

a. Local Preference

The term “local preference” encompasses several ways in which local governments favor local businesses.¹⁹ For example, a jurisdiction could issue requests for proposals specifying that qualifying businesses have a local presence. Or, it could allow extra points or higher bid prices for local contractors, a higher bid price for locally produced goods or local suppliers in construction and public works projects, or require vendors to employ local residents.²⁰

The percentage preference given to local businesses ranges from 1 to 5 percent, with 5 percent being the most popular. Some cities set a maximum number of contracts that their preference will apply to, while others set a minimum number. Many cities exclude public works and construction contracts from their preference policies for numerous reasons, including the need to access a larger, regional skilled labor pool, or lack of “reciprocity agreements” in local hiring preferences from neighboring jurisdictions.

¹⁶ Wikipedia (https://en.wikipedia.org/wiki/Project_Labor_Agreement)

¹⁷ Based on FOIA request to OMB by the ABC. (Project Labor Agreements on Federal Projects: A Costly Solution. Pp. 15 – 16.

¹⁸ In 2016, union members accounted for 15.9 percent of wage and salary workers in California, unchanged from 2015, the U.S. Bureau of Labor Statistics reported. https://www.bls.gov/regions/west/news-release/unionmembership_california.htm. The U.S. Labor Department reports that in 2014, 13.9% of construction workers in San Diego County and nationally were members of a labor union and 86.1% of construction workers were not union members.

¹⁹ A “local business” can refer either to a business that is owned by local residents, or to the local branch of a multi-state business that has a local business license, pays local taxes, and hires all local residents as its employees.

²⁰ Semoon Chang. Considering Local Business Preference Policies in Bids and Purchases. Government Finance Review (June 2012). http://www.gfoa.org/sites/default/files/GFR_JUN_12_38.pdf

Case Study: Los Angeles

In awarding points to bidders that propose to use local hiring as a competitive strategy, the City of Los Angeles offers a 10 percent scoring advantage to small, local contractors that meet specific criteria. For example, in order to qualify, such businesses must have gross receipts not exceeding \$3 million. This local preference applies to contracts up to \$100,000 and a PLA applies in hiring.

b. Targeted Hire versus Local Hire

“Local hire” primarily refers to programs that require direct hiring of residents of specific local areas. “Targeted hire” refers to hiring requirements for target groups, such as minorities, women, or low-income workers. In other words, local hire is tied solely to a specific geographic region, while targeted hire is broader, encompassing different segments of the population across geographic regions. For instance, while a targeted hire initiative might require hiring workers from an economically disadvantaged zip code, a local hire program might require hiring workers who live within five miles of the construction project.²¹ “Targeted hire initiatives” are mechanisms used by jurisdictions to increase the participation of socially and economically disadvantaged workers and businesses in public construction projects based on work availability.

Many public agencies have adopted initiatives containing elements of both, (i.e. local targeted hire), such as the cities of San Francisco or Cleveland, which require hiring local residents while also hiring a percentage of workers who face employment barriers or are low-income.

Violation of the Privileges and Immunities Clause: Discriminating Against Non-Residents in Local Hire Ordinances. No local government may discriminate against non-residents solely on the basis of their non-resident status. Local hire ordinances must demonstrate a particular type of reason for the difference in treatment between residents and non-residents to avoid violating the Privileges and Immunities Clause of Article IV of the U.S. Constitution. Many local hire ordinances have legally justified the preference for local residents based on such reasons as: high unemployment rates, the cost of unemployment to the local jurisdiction, and the notion that the cost of higher unemployment rates and welfare benefits paid to unemployed local workers outweighs the benefits of hiring nonresident workers. Local hire ordinances are constitutional when data proves that the ordinance is designed to counteract high rates of unemployment and poverty.²² (Note that the unemployment rate in National City, as of April 2017, was 4.8 percent. Within the City of San Diego, the unemployment rate currently is 3.6 percent.)

Local Hiring or Targeted Hiring in PLAs

Both project owners and labor unions can negotiate a PLA with community workforce provisions that include targeted hire and Women and Minority Business Enterprise (WMBE) goals and exemptions in order to minimize the impact of a PLA on disadvantaged or small firms.

When local hiring or targeted hiring are included in an agency- or city-wide PLA, the advantages are:

- Direct influence on all hiring by labor union dispatch halls with less risk of litigation.
- Increased control and coordination of different contractors and unions in large projects.
- Encouragement of labor peace.

²¹ Kotler, “Project Labor Agreements in New York State: In the Public Interest.” Page 13.

²² Ibid., page 33.

- Provisions for dispute resolution.

Challenges could include:

- May be subject to the limitations of labor union national agreements.²³
- May potentially increase barriers to small and WMBE firms to access public works projects.
- May discourage participation of open-shop firms and workers.
- May require investment into administration of new programs.²⁴

The potential impacts of a targeted hire initiative include that they may: build public support for projects; encourage working with new partners; have the potential to recruit more disadvantaged workers; create workforce tracking and other compliance systems; and, develop solutions to bidding and employment barriers. Although these initiatives can be extremely successful when designed and implemented effectively, they can drive up construction costs and add complexity to the requirements with which contractors must already comply.²⁵

Certain targeted hire tools support workers at all levels of the workforce pipeline by including recruitment, support services such as GED classes, childcare support, and funding for tools, training programs, and job placement. These components strive to address structural barriers workers face in accessing employment. To provide this type of assistance, some targeted hire initiatives include strategies for funding programs and support services. An advantage of meeting this targeted hire requirement under a PLA would be that the labor union handles administration of these programs.

Hybrid Targeted Hire Approaches:²⁶ Local hire and/or targeted hire approaches can also be implemented through a combination of policy tools. One example is an ordinance mandating the use of PLAs with Community Workforce Provisions. In 2014, the County of Sonoma, CA, approved a PLA ordinance mandating the adoption of PLAs in all federal and non-federal projects over \$10 million dollars.²⁷ The County set forth a template PLA to be adapted to each project, although a hiring requirement of 70 percent local workers is to remain constant in all agreements. The PLA Ordinance also sets forth requirements for pre-apprenticeships and technical workforce training programs for local workers. Other examples includes ordinances passed in the City of Watsonville, CA,²⁸ requiring PLAs in projects at or above \$600,000 and in the Town of Merrillville, IN²⁹, requiring PLAs for all construction projects receiving tax increment financing or properties granted tax

²³ Labor union national agreements are specific to a trade or industry (e.g., building trades and construction) for a defined period of time and govern policies of local trade unions and affiliates.

²⁴ For example, support services for local workers (education and training, child care, etc.) may require access to multiple additional funding sources to cover costs, including administration these programs by agency staff or contractors.

²⁵ Exploring Targeted Hire: An Assessment of Best Practices in the Construction Industry UCLA Labor Center (March 2014), pp. 12 -13. <http://www.seattle.gov/contracting/docs/labor/TargetedHire.pdf>

²⁶ Ibid., p. 46.

²⁷ <http://laborissuessolutions.com/wp-content/uploads/2014/01/Sonoma-County-Project-Labor-Agreement-Policy-and-Template-2014.pdf>

²⁸ Watsonville, CA Project Labor Agreements for Public Works Construction Projects (Nov. 2017). <http://www.codepublishing.com/CA/Watsonville/html/Watsonville07/Watsonville0717.html>

²⁹ Chas Reilly, "Merrillville Ordinance Expands Scope of Project Labor Agreements (Sept. 11, 2013). Nwi.com http://www.nwitimes.com/news/local/lake/merrillville/merrillville-ordinance-expands-scope-of-project-labor-agreements/article_9b590c2f-5ddc-52c3-a258-f4a439dd9154.html

abatements. The Hunters Point Shipyard project in the Bay Area provides another example of a Community Benefits Agreement that delivered economic benefits.³⁰

c. Does Local Preference meet the Desired Impacts of PLAs?

Local business preference is often linked to a mandated PLA in hiring requirements (as it is in Los Angeles). However, local preference ordinances do not produce all the same impacts provided by PLAs. To achieve local economic benefits on public works and construction contracts, reciprocal agreements with neighboring jurisdiction should be in place.³¹ But, because of the complexity of agreement and other barriers, the reciprocal requirement is not popular among cities unless it is required by state law.³²

d. Prevailing Wage

What is Prevailing Wage?

California Prevailing Wage Law requires workers on publicly-funded construction projects—called "public works"—to be paid union wages, as determined by the State. In recent years, the legal definition of public works has greatly expanded – for example, to housing or infrastructure projects that receive any state funding.

The California Prevailing Wage Law was passed in the 1930s as a way to ensure that workers on public projects were paid at prevailing market rates. In recent years, the Prevailing Wage Law has been expanded to require union wages on virtually any construction project in California. Prevailing Wage claims can increase the cost of a major construction project by millions of dollars and can be brought years after construction is complete. In 2013, the California Labor Commission brought more than 400 enforcement actions against developers and contractors, and collected \$17.7 million in retroactive prevailing wage payments.³³ Some litigation involved mixed-use (housing/commercial) projects receiving both public and private funding.³⁴

³⁰ Michael Reich, Ken Jacobs, and Miranda Dietz, *When Mandates Work: Raising Labor Standards at the Local Level*. Chapter 10: Community Benefit Agreements and Economic Development at Hunters Point Shipyard. (January 22, 2014).

<http://laborcenter.berkeley.edu/when-mandates-work-raising-labor-standards-at-the-local-level/>

³¹ As an example, on December 14, 2010, the San Francisco Board of Supervisors passed an ordinance establishing the San Francisco Local Hiring Policy for Construction. The San Francisco Policy requires contractors and their subcontractors performing public works projects for the City and County of San Francisco worth \$400,000 or more to hire local San Francisco residents and extends to projects at sites located up to 70 miles beyond the jurisdictional limits of San Francisco. The San Francisco program authorizes the negotiation of reciprocity agreements with other local jurisdictions that maintain local hiring programs. League of California Cities. <http://www.cacities.org/getattachment/6f1574a4-d13b-4888-bee7-8b9dcc5ff14d/5-2012-Spring-Kristi-J-Smith-Barbara-R-Ga-Senet-Co.aspx>

³² Sernoon Chang. *Considering Local Business Preference Policies in Bids and Purchases*. (June 2012). www.gfoa.org/sites/default/files/GFR_JUN_12_38.pdf

³³ Jeffers, Mangels, Butler and Mitchell (JMBM), LLP. (2017) <http://www.jmbm.com/prevailing-wage-compliance-and-defense.html>

³⁴ JMBM, *ibid*. In complex projects, PLAs (negotiated in advance with unions) are often recommended as a way to avoid a prevailing wage dispute. In some cases, the best approach is to obtain an advance ruling from the State on whether a proposed project is subject to prevailing wage requirements. Such a ruling is known as a Public Works Coverage Determination.

The federal prevailing wage law—known as the Davis-Bacon Act—has also expanded rapidly in recent years. More than 60 federal statutes now require varying degrees of compliance with Davis-Bacon.³⁵ In terms of housing, prevailing wage rates³⁶ apply to HUD-funded projects, such as Section 8 and the Community Development Block Grant.

Although critics of prevailing wage argue that it adds significantly to project costs, there are cases that demonstrate the opposite. For example, a 2011 study from Working Partnerships USA found that payment of prevailing wage on public works projects in San Jose provided an array of economic benefits to the region while actually lowering overall construction costs. The study concluded that over the past five years, San Jose's prevailing wage policy added \$164 million in economic activity, produced \$1.9 million in local tax revenue, and generated more than 1,500 local construction jobs.³⁷ In cases where the majority of work goes to local contractors, the benefits of prevailing wage to the economy can be substantial.

Does Prevailing Wage Meet the Desired Impacts of PLAs?

Prevailing wage addresses the goal of worker equity and avoiding labor disputes by adopting union rates. However, the other impacts specifically sought through PLAs (projects completed on schedule, on budget, with a quality product) are not guaranteed outcomes of prevailing wage requirements alone, since the outcomes are the responsibility of and impacted by multiple parties, including the developer and the general contractor.

Prevailing wage rates in California are almost always based on the wage rates and benefit payments indicated in collective bargaining agreements for construction trade unions. As a result, contractors pay a common wage rate for each specific trade in a defined geographic region, regardless of whether the contractors were signatories to a PLA or to a union collective bargaining agreement for their employees. In public works projects (including housing) subject to prevailing wage requirements, these conditions neutralize the difference in wage rates for construction trade workers when comparing projects with a PLA and those without a PLA.

VIII. Conclusion

A Project Labor Agreement as a collective bargaining and engineering management tool can deliver many economic and social benefits, when applied appropriately. Public works and housing development projects that justify use of a PLA tend to share these characteristics:

- Large, complex or multi-phased (more than 1 year of construction) – schools, bridges, stadiums, expansive mixed-use projects.
- Cost threshold of no less than \$25 million.
- Located in areas with high unemployment and a low rate of unfilled construction jobs, i.e., no labor shortage.

³⁵ Davis-Bacon requirements have been added to numerous federal grant and loan programs, perhaps most notably the U.S. Department of Energy loan guarantee programs for renewable energy. (Ibid.)

³⁶ U.S. Department of Housing and Urban Development, Handbook 1344.1; Rev. 2. Chapter 2: PREVAILING WAGE REQUIREMENTS IN HUD PROGRAMS.

<https://portal.hud.gov/hudportal/documents/huddoc?id=13441c2SECH.pdf>

³⁷ <http://www.sbctc.org/doc.asp?id=183>

- Located in areas that have a large percentage of union shops or labor groups with a large percentage of skilled workers in the construction industry.
- A strong recent (1999 – present) regional history of work stoppages or lockouts.
- Funding consists of federal and /or state loans or grants requiring prevailing wage or certification that a trained and skilled workforce is used on a project.
- Additional workforce development benefits are desired as a project outcome, such as training and apprenticeship opportunities.

To achieve specific economic and social benefits within a region, alternative approaches to PLAs may also be considered. These include preferences (local or targeted) and prevailing wage requirements that are incorporated in bid specifications and offer higher competitive scoring on proposals.

ADDITIONAL INFORMATION AND RESOURCES

State and Local Policy Measures Addressing PLAs

Fair and Open Competition: A San Diego Ban on Project-Labor Agreements Initiative, Proposition A was on the June 5, 2012 ballot for voters in the City of San Diego in San Diego County, where it was approved. Proposition A amends the San Diego Municipal Code to prohibit the City from requiring a Project Labor Agreement (PLA) on City of San Diego construction projects, except where required by state or federal law, or as a condition of the receipt of state or federal funds.

San Diego County already had a ban in force against Project Labor Agreements, after having approved Proposition A on the November 2, 2010 ballot.³⁸

On October 2, 2011, Gov. Jerry Brown signed Senate Bill 922. This bill is an attempt to prevent California cities from banning government-mandated project labor agreements. Senate Bill 922 establishes PLAs to be “fair” and “democratic.”³⁹ Opponents charged that SB 922 would suppress the Fair and Open Competition movement that started in California. The bill was signed one day before the San Diego City Council was expected to place a measure on the June 2012 ballot for voters to enact a Fair and Open Competition measure in the City of San Diego. The Escondido City Council also unsuccessfully proposed a model “home rule” charter amendment that failed to collect the required number of signatures to make it to the ballot.⁴⁰

On September 30, 2011, Governor Jerry Brown also signed Assembly Bill 436, which exempts certain local governments from paying labor compliance fees to the state if they require contractors to sign PLAs with unions for construction. The California Department of Industrial Relations has issued regulations reflecting this policy.

In contrast, Nevada was the 23rd state to restrict the ability of state and local government entities to implement PLA mandates on taxpayer funded construction projects.

Other Sources of Information

“America’s Building Trades Unions Hail New Study That Points to Effectiveness of Project Labor Agreements,” PR Newswire, April 14, 2009.

<http://news.prnewswire.com/ViewContent.aspx?ACCT=109&STORY=/www/story/04-14-2009/0005005929&EDATE>.

Dale Belman, Matthew M. Bodah and Peter Philips, Project Labor Agreements (Washington, D.C.: Electri International, 2007), <http://massbuildingtrades.org/project-labor-agreements-white-papers>.

³⁸ [https://ballotpedia.org/San_Diego_Ban_on_Project-Labor_Agreements,_Proposition_A_\(June_2012\)](https://ballotpedia.org/San_Diego_Ban_on_Project-Labor_Agreements,_Proposition_A_(June_2012))

³⁹ <http://thetruthaboutplas.com/2011/10/03/california-governor-signs-union-backed-senate-bill-922-intended-to-end-local-project-labor-agreement-bans/>

⁴⁰ Sacramento Bee, “California: Measure to Outlaw Labor Agreements on Projects Fails to Qualify (Thu, Feb 2 2012). <http://www.citizensincharge.org/news/california-measure-to-outlaw-labor-agreements-on-projects-fails-to-qualify>

The Impact of Government-Mandated Project Labor Agreements (PLAs): A Review of Key Reports and Studies (2017 Edition) Highlights excerpts from studies pertaining to common points of contention during PLA debates. <http://thetruthaboutplas.com/2012/12/28/plastudies/>

Government-Mandated Project Labor Agreements: The Public Record of Poor Performance (2011 Edition). The 2011 edition of ABC General Counsel Maury Baskin's report on government-mandated PLAs documents a record of PLA construction projects experiencing a pattern of cost overruns, reduced competition, delays in construction, construction defects, safety problems and diversity issues. The author presents his research as a key resource to find failed government-mandated PLA projects in a specific community, illustrating why anti-competitive and costly government-mandated PLAs are "a bad solution in search of a problem." <http://thetruthaboutplas.com/wp-content/uploads/2012/12/Baskin-Report-on-Government-Mandated-PLAs-The-Public-Record-of-Poor-Performance-2011-Edition-032311.pdf>

PLAs – Labor Info: <http://www.forworkingfamilies.org/page/policy-tools-community-workforce-agreement-examples>

In 2016, union members accounted for 15.9 percent of total wage and salary workers in California, unchanged from 2015, the U.S. Bureau of Labor Statistics reported. State union membership levels depend on both the employment level and the union membership rate. The largest numbers of union members lived in California (2.6 million) and New York (1.9 million). Over half of the 14.6 million union members in the U.S. lived in just seven states (California, 2.6 million; New York, 1.9 million; Illinois, 0.8 million; Pennsylvania, 0.7 million; and Michigan, New Jersey, and Ohio, 0.6 million each), though these states accounted for only about one-third of wage and salary employment nationally. https://www.bls.gov/regions/west/news-release/unionmembership_california.htm

University of California Berkeley Labor Center: <http://laborcenter.berkeley.edu/>

UCLA Labor Center: <https://www.labor.ucla.edu/>



Memo – Financing

To: Carlos Aguirre, Housing and Economic Development Manager, City of National City
 Brad Raulston, Deputy City Manager, City of National City
 Alfredo Ybarra, Director Housing & Economic Development, City of National City

From: Artemis Spyridonidis, Senior Associate, LDC
 Sharon Hudnall, Senior Associate, LDC

Date: September 12, 2017

Re: Task 2: Financing

Introduction

LeSar Development Consultants (LDC) was requested by the City of National City to provide summary information as part of a policy brief addressing financing mechanisms for affordable housing and related infrastructure, addressing the question: *“What pending or recently approved legislation could increase funding resources to boost the production of affordable housing?”*

Included in this Memo are major bills currently active in the State Legislature that must be approved by September 15th in order to be forwarded to the Governor who must sign or veto such legislation by October 15th, 2017. After September 15th, we can provide updates on the legislation forwarded to the Governor, and on an ongoing basis through October 15th, we can provide updates on legislation signed or vetoed by the Governor.

The Memo also contains a summary of legislation signed into law in 2016 that affects local policy formation enabling streamlined permitting (specifically, density bonuses and Accessory Dwelling Units) and funding resources that will become available in 2018. In addition, we provide an overview of tax increment financing mechanisms – formation of an Enhanced Infrastructure Financing District and a Community Revitalization and Investment Authority (CRIA) – which became state law in 2015.

I. What Pending Financing Legislation Could Increase Funding Resources to Boost the Production of Affordable Housing?

Among the numerous bills introduced into the 2017-2018 California Legislature, three senate bills – SB 2, SB 3, and SB 35 – could have a significant impact on creating financing sources and mandating

policy changes to increase affordable housing production, as summarized below. The package of housing bills will provide the largest amount of state financing for affordable housing in California history – up to \$4.1 billion in bond funding and generate an estimated 70,000 housing units over the next five years.

A fourth bill (AB 45), will add a grant funding program for Teachers-Only Housing, which was legislated in 2016 (SB 1413). These bills (summarized below) must be signed by the Governor by October 15th. **LDC will provide an update summary identifying legislative proposals signed into law or vetoed by the Governor after this date.**

The Building Homes and Jobs Act (SB 2)¹, a funding measure by Sen. Toni Atkins (D-San Diego), will raise approximately \$250 million annually for low-income housing by charging \$75 to \$225 in document fees on real estate transactions, excluding residential property sales. The bill was amended Tuesday, August 29th, to respond to concerns about raising fees for homeowners refinancing their homes. In the first year, half the funds would be made available to local governments to support community planning and half to the Department of Housing and Community Development to fund programs for people experiencing or at risk of homelessness. Beginning in 2019, local governments would receive 70 percent of the funds, and the remaining 30 percent would be appropriated to the California Housing Finance Agency to create mixed-income multifamily residential housing.

Senate Bill 3, the Veterans and Affordable Housing Bond Act of 2018² (Beall, D-San Jose) authorizes bonds to be issued in the amount of \$4 billion to finance various existing housing programs, as well as infill infrastructure financing, and affordable housing matching grant programs. This bill is subject to voter approval at the November 6th, 2018, statewide general election. The initial bill would have authorized \$3 billion in bonds for the construction of new low-income housing. The additional \$1 billion extends the Cal-Vet Farm and Home Loan Program, which provides homeownership subsidies to veterans.

To reduce barriers to development, Senate Bill 35³ (Wiener, D-San Francisco) eliminates multiple local planning reviews for projects that meet certain zoning and affordability standards in jurisdictions with lagging housing production rates. The bill also requires qualifying projects to meet prevailing wage standards for construction workers.

Other housing-related bills to be approved by the Legislature include:

The Workforce Housing Opportunity Zone (SB 540)⁴, authored by Sen. Roth (D-Riverside), allows local governments to form priority housing zones and charge fees for developers seeking approvals

¹ California Legislative Information. SB-2 Building Homes and Jobs Act.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB2

² California Legislative Information. SB-3 Veterans and Affordable Housing Bond Act of 2018.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB3

³ California Legislative Information. SB-35 Planning and zoning: affordable housing: streamlined approval process.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB35

⁴ California Legislative Information. Workforce Housing Opportunity Zone -- SB 540.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB540

within the zone. Governments would be required to approve proposed developments that meet the plan's criteria within 60 days.

Assembly Bill 1505⁵ authorizes local governments to adopt ordinances mandating developers to include a certain percentage of units for low-income households in any multifamily development as part of the jurisdiction's land use and zoning regulations. The bill was co-authored by Assemblymembers Bloom (D-Santa Monica), Chiu (D-San Francisco), and Gloria (D-San Diego).

AB 73, Planning and Zoning: Housing Sustainability Districts⁶, authored by Assemblymember Chiu, provides local governments with incentives to rezone developments to increase housing density near transit and job centers.

II. What Recently Approved Financing Legislation Could Increase Funding Resources to Boost the Production of Affordable Housing?

Listed below are key affordable housing and community development funding and policy bills approved by Governor Brown in 2016.

Teachers-Only Public Housing Bill: In September 2016, the Governor signed into law Senate Bill 1413⁷ (Leno), which is designed to allow school districts across the state to lease school district-owned property for the purpose of building special public housing for teachers and school administrators. Although aimed specifically at the challenging housing situation for teachers in San Francisco, the bill applies to any school district in California. Under previous law, the government can't use taxpayer funds to build housing projects for people just because they have a particular job. The new legislation establishes the Teacher Housing Act of 2016 and provides that a school district may offer programs that address the housing needs of teachers and school district employees who face challenges in securing affordable housing. Developers of teachers-only public housing are now able to access Low Income Housing Tax Credits and leverage other government funding to construct affordable housing (rental or ownership) on school district-owned land.

Key points:

- Senate Bill 1413 explicitly allows districts to use surplus property for developing workforce housing and could make it easier for officials to seek state, federal, private and other funding sources such as tax credits to finance the projects.
- Who Can Benefit – Teachers and other school district employees. The bill defines the beneficiaries of the Teachers Only Public Housing law as follows: “Teacher or school district employee” means any person employed by a unified school district maintaining

⁵ California Legislative Information. AB-1505 Land use: zoning regulations.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1505

⁶ California Legislative Information. Planning and Zoning: Housing Sustainability Districts – AB 73.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB73

⁷ California Legislative Information. Teachers-Only Public Housing Bill – SB 1413.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1413

prekindergarten, transitional kindergarten, and grades 1 to 12, inclusive, an elementary school district maintaining prekindergarten, transitional kindergarten, and grades 1 to 8, inclusive, or a high school district maintaining grades 9 to 12, including, but not limited to, certificated and classified staff.”

San Francisco school officials and Mayor Ed Lee, a sponsor of Leno’s legislation, last fall announced plans to jointly develop educator housing for at least 100 households as well as provide rental assistance for at least 100 educators, 200 down payment assistance loans and \$250,000 in housing counseling services per year over the next five years. The city has set-aside \$2 million in pre-development funds for the 2016-2017 fiscal year and hopes to move forward with at least one project within the next two years. In a statement to the media, Mayor Lee said: “SB 1413 delivers on the promise that we are building housing for school district employees – teachers, paraprofessionals, administrators who are dedicated to our students, parents and schools.”

Affordable Housing: AB 2818⁸ (Chiu) creates a process for assessing the fair market value of a community land trust home that takes into consideration the affordability restrictions on the property. (Sponsor: Coalition of Community Land Trust)

Veterans Housing for Women: SB 866⁹ (Roth) – The Veterans Housing and Homeless Prevention Bond Act of 2014 authorizes the issuance of bonds in the amount of \$600 million for expenditure by the California Housing Finance Agency, the Department of Housing and Community Development, and the Department of Veterans Affairs to provide multifamily housing and services to veterans. This bill authorizes a housing developer or service provider that provides housing or services to provide housing or services to veterans and their children in women-only facilities in limited instances.

RDA Boomerang Funds: AB 2031¹⁰ (Bonta) authorizes cities (i.e., RDA successor agencies) to issue bonds against their redevelopment “boomerang funds” for affordable housing development, without voter approval.

Affordable Housing: AB 2584¹¹ (Daly) authorizes a housing provider to bring an action against a local agency to comply with the Housing Accountability Act, which prohibits a local agency from disapproving a housing development project, including farmworker housing, for very low, low- or moderate-income households or an emergency shelter unless the local agency makes specified written findings.

⁸ California Legislative Information. Property Taxation: Community Land Trust – AB 2818, https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2818

⁹ California Legislative Information. Veterans Housing for Women – SB 866. https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB866

¹⁰ California Legislative Information. Local government: affordable housing: financing – AB 2031. https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2031

¹¹ California Legislative Information. Affordable Housing – AB 2584. https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2584

Community Revitalization: AB 2492¹² (Alejo and Garcia) makes changes to allow greater flexibility for the creation of community revitalization and investment authorities (CRIA) and allows a CRIA to receive funding from the same sources (e.g., tax increment) as an enhanced infrastructure financing district (EIFD). To establish a CRIA a city or county must determine that at least 80 percent of the project area has an annual median income that is less than 80 percent of the statewide average as determined by the U.S. Census. This bill would give a city or county the option of using the statewide average or the citywide or countywide average. This change provides a more precise standard and could have the effect of expanding the area that could be included in a CRIA. To establish a CRIA a city or county must also establish that 80 percent of the project area meets three of four conditions: high unemployment, high crime rate, deteriorated infrastructure, or deteriorated commercial or residential structures.

Economic Development: AB 806¹³ (Dodd and Frazier), allows counties and cities to acquire, sell, or lease county-owned or city-owned real property (including sites acquired by former redevelopment agencies) to promote economic development, subject to specified requirements.

Accessory Dwelling Units:

AB 2299¹⁴ (Bloom) requires cities and counties to enact an ordinance allowing the creation of second units or ADUs in single-family and multifamily residential zones.

SB 1069¹⁵ (Wieckowski) requires that an ordinance be written for the creation of ADUs specifying where they may be located, standards, and lot density.

AB 2406¹⁶ (Thurmond) authorizes local agencies to issue ordinances allowing the creation of junior accessory dwelling units (ADUs) in single-family residential zones. Junior ADUs are a repurposing of vacant bedrooms within a single family home. This bill relaxes restrictions to allow more of these alternative housing units to exist legally and requires the ordinance to include standards for the creation of a junior ADU, required deed restrictions, and occupancy requirements. The bill prohibits an ordinance from requiring, as a condition of granting a permit, water and sewer connection fees, additional parking, or fire sprinklers or fire attenuation requirements.

Density Bonuses:

¹² California Legislative Information. Community Revitalization – AB 2492.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2492

¹³ California Legislative Information. Economic Development – AB 806.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB806

¹⁴ California Legislative Information. Land use: housing: 2nd units – AB 2299.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2299

¹⁵ California Legislative Information. Land Use: Zoning – AB 1069.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1069

¹⁶ California Legislative Information. Housing: junior accessory dwelling units – AB 2406.

https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2406

AB 2501¹⁷ (Bloom) clarifies the provision of density bonuses as affordable housing development incentives, including (for the first time) mixed-used projects. AB 2501 provides that the density bonus law shall be interpreted liberally by local jurisdictions in favor of producing the maximum number of total housing units.

AB 2208¹⁸ (Santiago), Air Rights, requires cities and counties to consider as land suitable for residential development, sites owned or leased by the city or county that are capable of accommodating residential development above the existing building.

AB 1934¹⁹ (Santiago) requires a city or county to grant exceptions from the general plan, zoning ordinance or local regulatory requirements to a commercial developer partner with an affordable housing development to construct a joint project or two separate projects encompassing affordable housing to take advantage of density bonus law.

AB 2442²⁰ (Holden) adds a provision to the density bonus law allowing a density bonus to be provided to a developer that agrees to construct a housing development with at least 5 percent of the total units set-aside for transitional foster youth.

Homelessness:

The No Place Like Home Program, AB 1628²¹, was signed into law by Governor Brown in August 2016. It creates a safety net program that will provide \$2 billion to local communities for the construction and rehabilitation of permanent supportive housing with services for homeless individuals experiencing mental illness. Spearheaded by Senate President pro Tempore Kevin de Leon, the legislation allocates a portion of future monies from Proposition 63, the 2004 Mental Health Services Act (MHSA), which imposes a 1 percent tax on California residents with incomes that exceed a million dollars annually to pay back the bond.

The \$2 billion total in bond funding from MHSA will be available from HCD as follows: a) \$200 million on an “Over-The-Counter” (non-competitive) process in which the state contracts directly with counties; and b) \$1.8 billion on a competitive basis to counties. The way the program is envisioned to be structured at this point would give counties the option of applying for and then directly controlling its local allocation of the No Place Like Home funds. Counties may apply in partnership with housing developers. Counties may also allow local projects to compete for funds at the

¹⁷ California Legislative Information. Housing: Density Bonuses – AB 2501.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2501

¹⁸ California Legislative Information. Local planning: housing element: inventory of land for residential development – AB 2208. https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2208

¹⁹ California Legislative Information. Planning and zoning: development bonuses: mixed-use projects – AB 1934.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1934

²⁰ California Legislative Information. Density Bonus – AB 2442.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160AB2442&search_keywords=Density+Bonus

²¹ California Legislative Information. No Place Like Home Program – AB 1628.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1628

statewide level. It is anticipated that large counties, such as Los Angeles, San Francisco and San Diego, will ask for a direct allocation. The County of San Diego Health and Human Services Agency (HHS) will administer No Place Like Home funding, which is anticipated to be available to applicants in mid-to-late 2018.

III. Funding Sources for Infill Development, and Related Policy Requirements

The State of California has authorized two new funding mechanisms available to municipalities – the Enhanced Infrastructure Financing District (EIFD) and the Community Revitalization and Investment Authority (CRIA). These funding options are intended to help fill the public funding gap created by the dissolution of Redevelopment Agencies (RDAs). Both utilize tax increment (i.e., property tax) revenues to finance infrastructure, affordable housing, and economic revitalization activities.

Enhanced Infrastructure Financing District

The passage by the California Legislature of Senate Bill 628 in 2015 allows cities, counties, or cities and counties to establish an enhanced infrastructure financing district (EIFD) to finance public facilities, development, and projects of community-wide significance through a number of financing mechanisms. This mechanism provides broad authority for local agencies to use tax increment or property tax revenues to finance a wide variety of projects, including infrastructure, parks and open space, affordable housing, etc. SB 628 also provides for a lower voter approval threshold to issue bonds and a wider range of infrastructure investments.

The formation of an EIFD by a city or county requires:

1. Establishing a Public Financing Authority (PFA);
2. Adoption of a resolution of intention to establish an EIFD and an Infrastructure Financing Plan (IFP); and
3. Conducting a public hearing before approving the adoption of the IFP.

The PFA serves as the governing board of the EIFD and implements the approved IFP. The PFA must include members of the public and legislative bodies of participating taxing entities. Through the EIFD, the PFA may, by majority vote, initiate proceedings to issue bonds. The IFP is the implementing document of the EIFD. The IFP must include: (a) a description of the development or financial assistance proposed within the EIFD; (b) a financing plan specifying how tax increment revenues from affected taxing entities will be divided; (c) revenue projections; (d) a plan for financing public facilities; and (e) the termination date of the EIFD (up to 45 years from approval date of bond issuance or EIFD loan). The IFP must be adopted by the governing boards of all taxing entities that have agreed to allocate tax increment to the EIFD.

EIFDs may raise funds in multiple ways, including:

1. Tax increment bonds. EIFDs may issue bonds to finance projects and other activities if 55 percent of qualified voters approve such issuance.
2. Tax increment financing. EIFDs may divert property tax from any participating tax entity (with the exception of a school district) within the EIFD.
3. Loans. EIFDs may also obtain a loan to fund activities described in the IFP.
4. Impact fees, development agreement fees and user fees.

EIFDs may fund public capital facilities or projects of community-wide significance, including parks, open space and recreational facilities; transportation facilities (including highways, parking and transit, and sewage and water treatment facilities); projects which implement a Sustainable Communities Strategy; low and moderate income housing; and other uses. So long as each taxing entity included in the EIFD agrees that a project provides “significant benefits” to the district or community, there are no statutory limits on projects that an EIFD may pursue.

Local governments can form an EIFD without an election. Although voter approval is still necessary to issue tax increment bonds, the threshold for approval is 55 percent rather than two-thirds. An EIFD can fund a wide range of projects, using both private and public/private partnerships (P3) models, and can even fund projects outside of the EIFD.²²

An EIFD can be established pending a public hearing and the complete dissolution of any former redevelopment agency that the primary taxing entity may have belonged to, including the payment of all successor debts incurred while a part of the redevelopment agency. The district acquires funding from the property tax increment of properties within the district that consent to funding projects within it, in much the same fashion as TIF districts. If part of the EIFD includes a former Redevelopment Project Area, then the District cannot collect tax increment revenues from the former RDA project area until old redevelopment debts are paid.

As noted, the funding of a wide variety of infrastructure projects can be accomplished using EIFDs. These publicly funded upgrades and enhancements can help serve affordable housing projects by providing them with quality, well-maintained infrastructure, the cost of which would otherwise have to be paid for by the developer. Meanwhile, the funding can be used directly to subsidize the development of moderate, low, and very low-income housing units in mixed-income developments, particularly those located in transit-priority projects (TPPs)²³, as well as reimburse developers for the permitting fees and other costs associated with developing affordable housing units within the district. The funding may also be directed to such facilities that provide child care or house providers of consumer services and goods to indirectly assist residents in the development(s).

EIFDs also add a safeguard to ensure that any housing destroyed or removed in a development process is replaced, particularly affordable units. Any affordable units must be replaced on a one-for-one basis, all other units on a one-to-four basis, and relocation benefits must be allocated to displaced tenants. Furthermore, replacement affordable units must be ensured affordable status under covenant for 55 years for renter-occupied units and 45 years for owner-occupied units for low and moderate-income tenants. The flexibility, wide applicability, and reliability of a constant revenue stream make EIFDs an appealing funding mechanisms for projects such as the Los Angeles River revitalization efforts, which is one of the first major projects in California to use an EIFD.

²² Glenn Q. Snyder and Matthew F. Valdez, “Enhanced Infrastructure Districts: A Flexible New Tool for Local Governments.” Law360 (April 17, 2016).

²³ Transit priority projects are residential, employment and mixed use projects located within ½ mile of a light rail station or high frequency bus stop. Projects in these areas are already entitled to certain advantages under SB 375, which established a CEQA document known as a “Sustainable Communities Environmental Assessment” for qualifying TPPs as an alternative to a Mitigated Negative Declaration or Environmental Impact Report.

Otay Mesa EIFD –One of the First in the State Formed by a Locality

In February 2017, the San Diego City Council voted unanimously to establish a public financing authority for an EIFD in Otay Mesa. The EIFD is projected to yield nearly \$800 million in estimated property tax increment over the next 45 years for much-needed infrastructure projects that are expected to accelerate economic development and job growth in Otay.

The projects would be primarily freeway onramps, road widenings and other transportation upgrades. Revenues generated by the district would also pay for road work, parks, a new police substation, fire stations, libraries, swimming pools, and water and sewer projects over a 45-year period.

Councilmember David Alvarez, who represents the area, noted²⁴ in an interview with The San Diego Union Tribune that an EIFD was the best chance to narrow a large difference between infrastructure needs and funding in Otay Mesa. “Developer fees aren’t going to cover the cost of the infrastructure that’s needed in Otay Mesa, neither are any other initiatives or anything else the city has done at this time,” the councilman said. “This would probably be what gets us the closest to actually funding that \$510 million gap that exists in infrastructure needs for Otay Mesa.”

Community Revitalization and Investment Authority (CRIA)

Another entity similar to an EIFD is a community revitalization and investment authority (CRIA), authorized under AB 2. Like an EIFD, a CRIA is a tax increment financing tool that allows government entities to invest in communities that have higher-than-average crime and unemployment rates as well as deteriorating, aging, or inadequate infrastructure and buildings.

CRIAs can be created by a city, county, jointly by a city and county, or by a combination of local governments through a joint powers authority (JPA), and are administered by a board consisting of government representatives of the affected taxing district(s) and at least two members of the general public. To qualify for the creation of a CRIA, 80 percent of households in the prospective district must have a median income of less than 80 percent of the State’s median household income. Additionally, three out of the four following requirements must be satisfied: 1) unemployment is at least 3 percent higher than the statewide median; 2) the crime rate is at least 5 percent higher than the statewide median; 3) the presence of deteriorated or inadequate infrastructure; and 4) the presence of deteriorated commercial and residential structures.

As with EIFDs, CRIAs freeze property taxes in the respective district at the time of approval and collect the corresponding tax increment increases to fund projects. All taxing entities within the district must consent to diverting a portion of their share of property tax revenue to implement the CRIA.

²⁴ David Garrick, “Otay Mesa to benefit from state’s partial revival of redevelopment.” The San Diego Union Tribune (Feb. 8th, 2017). <http://www.sandiegouniontribune.com/news/politics/sd-me-otay-district-20170208-story.html>

Provision of funds for affordable housing is a primary focus of CRIAs. At least 25 percent of all tax revenues generated by a district must be diverted to a fund for the purposes of creating and rehabilitating low and moderate-income housing. Additionally, CRIAs may allocate funding toward the rehabilitation, repair, construction or upgrading of public infrastructure within the district, the acquisition and transfer of real property, the issuance of bonds, and to other mechanisms that indirectly contribute to affordable housing.²⁵

²⁵ Southern California Association of Governments (SCAG). Comprehensive Guide to Affordable Housing Policy. (2017) <https://www.scag.ca.gov/Documents/ComprehensiveGuideToLocalAffordableHousingPolicy.pdf>

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # ____

10/03/17

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute the Third Amendment to the Lease by and between the City and the Boys and Girls Club of Greater San Diego, Inc., consenting to a sublease between the Boys and Gir

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Third Amendment to the Lease by and between the City and the Boys and Girls Club of Greater San Diego, Inc., consenting to a sublease between the Boys and Girls Club and Integrity Charter School for the city-owned land and building located at 1430 "D" Avenue in National City.]

PREPARED BY: Gregory Rose
Property Agent

DEPARTMENT: Housing & Economic
Development

PHONE: 619 336-4266

APPROVED BY: 

EXPLANATION:

(Please see attached background report).

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED:  Finance
APPROVED: MIS

The Boys and Girls Club will use the revenue from the sublease to offset direct costs of their programs. However, in the event the lease income is greater than the operational and programming expenses, the City shall be entitled to the net income, if any, up to the amount of the sublease.

ENVIRONMENTAL REVIEW:

The Third Amendment to the Lease is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report
2. Third Amendment to Lease]

Background Report

In 2011, the City of National City and the Boys and Girls Club (BAGC) entered into a 20-year lease agreement for use of the City-owned land and building located at 1430 D Avenue for the purposes of maintaining a clubhouse and promoting the physical, mental, and moral well-being of the boys and girls of the City of National City, and for boys and girls in the immediate vicinity. On August 16th, 2011 the City Council adopted Resolution 2011-183, which approved the 20-year lease agreement with the Boys and Girls Club. The BAGC pay \$1 per year for rent.

Second Amendment to 20-Year Lease Agreement

In order to assist the Boys and Girls Club with their operating costs, the City entered into an agreement (Second Amendment) allowing two (2) temporary and non-exclusive sub-lessees, Integrity Chart School (Integrity) and Episcopal Community Service (ECS) onto the city-owned land and building located at 1430 D Avenue. Both Integrity and ECS would share the land and facility with the BAGC. According to section six of the 20-year lease agreement, any subletting requires the City's prior written consent. Integrity and ECS's monthly rent would be paid directly to the BAGC. The City is entitled to the net income, if any, up to the amount of the two subleases. Moreover, the City shall have the option to require the BAGC to operate and maintain the future Kimball Park Skate Park. If exercised, the City shall coordinate with the BAGC to develop a secure facility, which would allow the BAGC to control access.

The Sublease with Integrity Charter School was for a two (2) year term with a one (1) year option to extend. Integrity uses six (6) identified classrooms for kindergarten through second grade. Furthermore, Integrity has access to the BAGC's bathrooms, computer lab, and gymnasium. The base monthly rent is \$5,000 per month for the ten (10) months they are using the site, which conforms as closely as possible to the school schedule of the National City School District. In addition to the monthly rent, Integrity pays the BAGC \$30 per student for those students who are not eligible in the after-school program.

Summary of lease terms:

- \$5,000 per month to the BAGC
- 2 years with a 1 year option
- \$30 to the BAGC for every non after-school program eligible student

Third Amendment to the Lease

The Third Amendment would approve a new sublease between The Boys and Girls Club and Integrity Charter School. The lease is for a five (5) year term with a two (2) year option to extend. The proposed base monthly rent is \$6,000 per month payable monthly, in advance, on the first day of each month for the period of five (5) years. Upon the anniversary of each year of the Term of this Third Amendment, the Base Rent shall increase by two percent (2%) per annum over the prior year's Base Rent.

Summary of sublease terms:

- \$6,000 per month with a 2% per annum increase to the BAGC
- 5 years with a 2 year option

Recommendation

Staff recommends approving the Third Amendment to the 20-year lease agreement, which would allow the new sublease agreement with Integrity Charter School.

THIRD AMENDMENT TO LEASE

This Third Amendment to the Lease, ("Third Amendment") is effective as of October 3, 2017 between the BOYS & GIRLS CLUBS OF GREATER SAN DIEGO, a California nonprofit corporation ("Lessee" or the "Club") and INTEGRITY CHARTER SCHOOL ("Integrity" or "Sub-Tenant") (each a "party and collectively the "parties").

RECITALS

A. The Club leases the real property located at 1430 "D" Avenue, National City, California, 91950, County of San Diego, State of California (the "Property", sometimes referred to as the "Payne Family Branch") from the City of National City (the "City").

B. Pursuant to the Lease between the Club and the City, the Club is granted the right to sublet the Premises, but only with the prior written consent of the City. Therefore, the effectiveness of this Third Amendment is expressly made contingent upon the Club's receipt of the City's written consent.

C. The Club and Integrity executed a Sublease effective July 1, 2014, which Sublease was approved by the City.

D. The parties now desire to execute a new Sublease to replace the instrument dated July 1, 2014, which has expired.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 1.1 The Terms: The Term of the Sublease shall be as follows:

1.1.1 Term. The term ("Term") of this Third Amendment commences on October 3, 2017 ("Commencement Date") and ends at 11:59 p.m., on October 3, 2022, unless sooner terminated under the terms of the Sublease.

1.1.2 Option. Sub-Tenant shall, provided the Sublease is in full force and effect and Sub-Tenant is not in default under any of the terms and conditions of the Sublease, have the option to extend this Sublease for a term of two (2) years on the same terms and conditions set forth in the Sublease except as modified by the terms, covenants and conditions as set forth below:

a. If Sub-Tenant elects to exercise the option, then Sub-Tenant shall provide Club with written notice no earlier than the date which is twelve (12) months prior to the expiration of the Term of the Sublease, as amended, but no later than the date which is six (6) months prior to the expiration of the Term of the Sublease. If Sub-Tenant fails to provide such notice, Sub-Tenant shall have no further or additional right to extend or renew the Term of the Sublease.

b. This option is not transferable. The parties hereto acknowledge and agree that they intend that the aforesaid option to extend this Sublease shall be "personal" to Sub-Tenant as set forth above and that in no event will any assignee or Sublessee have any rights to exercise the aforesaid option to extend. Sub-Tenant shall have no further right to extend the term of the Lease.

2. Section 2.1: The Base Rent shall be modified as follows:

2.1 Base Rent. Sub-Tenant shall pay to the Club Base Rent as minimum monthly rent, without deduction, setoff, prior notice, or demand the sum of \$6,000 per month, payable monthly, in advance, on the first day of each month for the period of five (5) years. The Base Rent for any partial month, including but not limited to October, 2017, shall be prorated on the basis of a thirty (30) day month. Base Rent and any increase thereof, as provided below, shall be paid in lawful money of the United States to the Club at the address set forth on the signature page of this Third Amendment or to such other person or at such other place as the Club may designate in writing.

Upon the anniversary of each year of the Term of this Third Amendment, the Base Rent shall increase by two percent (2%) per annum over the prior year's Base Rent, payable as set forth above. By way of example, on October 3, 2018 the Base Rent shall be increased by two percent (2%) for a total Base Rent of \$6,120 per month.

3. Ratification and Confirmation. Except as provided herein, the terms and conditions of this Third Amendment, as referenced above shall remain unchanged and unaffected.

4. Conflict. In the event of any conflict or inconsistency between the provisions of this Third Amendment, except as to the Term and Base Rent as provided above, the provisions of the Sublease dated July 1, 2014 shall control in all respects.


5. Incorporation of Recitals. Recital provisions set forth above are an integral part of this Agreement and are by this reference incorporated herein as though set forth in full.

BOYS & GIRLS CLUBS OF GREATER SAN DIEGO

By: 

Danny Sherlock, President/CEO
P.O. Box 178569
San Diego, CA 92177

INTEGRITY CHARTER SCHOOL

By: 
Susie Fakey Director
(Print name)
701 National City Boulevard
National City, CA 91950

CONSENTED TO BY THE CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM AND CONTENT

Angil Morris-Jones
City Attorney

Q:\LBB\real estate\Boys' and Girls' Club\Integrity Charter School-National City-Payne Branch\THIRD AMENDMENT TO LEASE
06272017-6.wpd

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the establishment of an Engineering Department Grants Fund appropriation of \$365,000 in Disadvantaged Community (DAC) Planning Grant funds through the Proposition 1 DAC Involvement Gr

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: |October 3, 2017|

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the establishment of an Engineering Department Grants Fund appropriation of \$365,000 in Disadvantaged Community (DAC) Planning Grant funds through the Proposition 1 DAC Involvement Grant Program for the Paradise Valley Creek Water Quality and Community Enhancement Project and establishment of a corresponding revenue budget.

PREPARED BY: |Jose Lopez, Assistant Engineer-Civil|

DEPARTMENT: |Engineering/Public Works|

PHONE: |336-4312|

APPROVED BY: _____

EXPLANATION:

|See attached. |



FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. |

APPROVED: _____ MIS

Revenue Account No. 296-06584-3463 - \$365,000

Expenditure Account No. 296-409-500-598-6584 (Paradise Valley Creek Water Quality and Community Enhancement) - \$365,000

No City Match Required

ENVIRONMENTAL REVIEW:

The project complies with the California Environmental Quality Act (CEQA).

ORDINANCE: | | **INTRODUCTION:** | | **FINAL ADOPTION:** | |

STAFF RECOMMENDATION:

Adopt Resolution authorizing the establishment of an Engineering Department Grants Fund appropriation of \$365,000 in DAC Planning Grant funds through the Proposition 1 DAC Involvement Grant Program for the Paradise Valley Creek Water Quality and Community Enhancement Project and establishment of a corresponding revenue budget.

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

1. |Explanation w/ attachments
2. Resolution |

EXPLANATION

National City's portion of Paradise Valley Road is located within a 100-Year Federal Emergency Management Area (FEMA) Special Flood Hazard Area (SFHA). There are over 20 properties within the FEMA SFHA adjacent to the project site, which is located at the bottom of a hill. The eastern side of the project site collects stormwater runoff that confluences with the stormwater runoff from E. Plaza Boulevard. During storm events, trash, bacteria and other pollutants are carried towards the creek on the western portion of the project site, which contributes to flooding and impairs overall quality of life for residents.

The project will improve water quality for the creek and mitigate flooding by implementing the following measures: 1) construct bioretention areas along portions of Paradise Valley Road upstream of E. Plaza Boulevard to treat stormwater runoff; and 2) construct a flood protection detention basin downstream of E. Plaza Boulevard to improve flood control and protect properties located within the FEMA SFHA. In addition, these improvements will encourage residents to use the sidewalks and/or proposed recreational path that will have learning stations describing the stormwater treatment process.

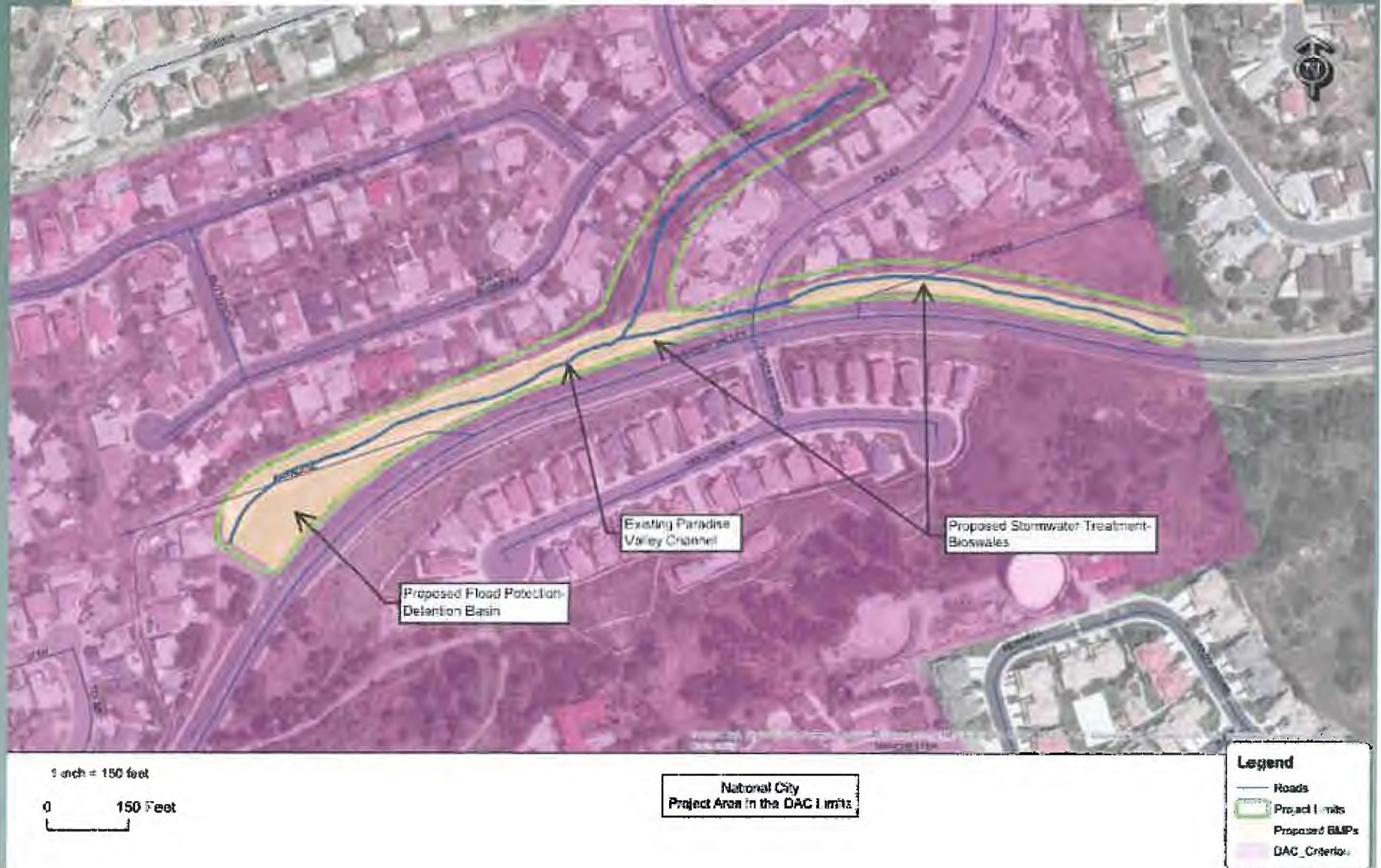
On July 26, 2016, staff received notification from the Disadvantaged Community (DAC) Project Selection Workgroup of their decision to recommend the Paradise Valley Creek Water Quality and Community Enhancement Project for \$365,000 in the DAC Planning Grant solicitation. The Regional Advisory Committee (RAC) approved the DAC Project Selection Workgroup's recommendation on August 3, 2016.

On August 2, 2017, the City was notified that the Proposition 1 Disadvantaged Community Involvement Grant Proposal for the San Diego Funding Area had been approved for the full funding request of \$5,551,350 from the Department of Water Resources (DWR). The DWR has confirmed that all allowable project costs incurred after January 22, 2017 are eligible for reimbursement.

Staff is requesting authorization to establish an Engineering Grants Fund appropriation in the amount of \$365,000 and corresponding revenue budget in order to allow for reimbursement of project expenses.

While this grant is for planning only (preliminary engineering and environmental studies), staff intends to submit a new grant application for project construction once the application period opens in 2018.

Project Area within DAC (Entire Project is within DAC)



From: Rosalyn Prickett [mailto:rprickett@rmcwater.com]
Sent: Tuesday, July 26, 2016 2:58 PM
To: Kuna Muthusamy <kMuthusamy@nationalcityca.gov>
Cc: 'mstadler@sdewa.org' <mstadler@sdewa.org>
Subject: Congratulations on Funding Recommendation!

Kuna –

Congratulations!! The DAC Project Selection Workgroup has decided to recommend the **Paradise Valley Creek Water Quality and Community Enhancement** for **\$365,000** in the DAC Planning Grant solicitation!

This recommendation will be made to the Regional Advisory Committee (RAC) at their next meeting (Wednesday August 3rd, 9-11:30am, SDCWA Board Room, 4677 Overland Ave, San Diego). If approved by the RAC, this recommendation will then be forwarded to the Tri-County FACC, San Diego County Water Authority Board, and CA Department of Water Resources in the following weeks. Please note that the region's funding package could potentially change at any of these steps in the approval process.

We're excited to see your project be recommended for funding! Congratulations again!

Cheers, Rosalyn

Rosalyn Prickett, AICP
Senior Water Resources Planner
Principal

RMC Water and Environment
10509 Vista Sorrento Pkwy, Suite 205
San Diego, CA 92121

P: (858) 875.7400
D: (858) 875.7420
C: (619) 861.2180

rprickett@rmcwater.com | www.rmcwater.com



Complex Challenges | Innovative Solutions

From: Burton, Loisa [<mailto:LBurton@sdewa.org>]

Sent: Wednesday, August 02, 2017 5:44 PM

To: Leslie@groundworksandiego.org; Kyuel@escondido.org; Kuna Muthusamy <kMuthusamy@nationalcityca.gov>; ann@landconserve.com; chris.peregrin@parks.ca.gov; amandas@sdhc.org; kpezzoli@ucsd.edu; rhutzel@sandiegoriver.org; lazyhwater@yuimamwd.com; Leanne.Crow@sdcounty.ca.gov; njonkhoff@ramona-nsn.gov

Cc: Reeh, Amy <Amy@yuimamwd.com>; Williamson, Richard <Rich@yuimamwd.com>; lazyhwater@yuimamwd.com; cwbinder@smrwm.org; sreckker@ramona-nsn.gov; Stadler, Mark <MStadler@sdewa.org>; Frieauf, Dana <DFrieauf@sdewa.org>; Yamada, Robert <ryamada@sdewa.org>

Subject: Proposition 1, DAC Planning Grant - Official Award and Request for Information

Hi all,

It's official! The Proposition 1 Disadvantaged Community Involvement Grant Proposal for the San Diego Funding Area has been approved for the full funding request of \$5,551,350 from the Department of Water Resources (DWR). Congratulations!!!

The award is conditioned upon the execution of the grant agreement between DWR and the Water Authority; and certain requirements must be met before the grant agreement processing commences. The requirement applicable to each local project sponsor (LPS) is below:

- Environmental Information Form. Please see attached.

Please complete, sign and return the EI form to me via email at lburton@sdewa.org by **COB on Monday, August 21, 2017**. In addition, please provide the name and contact information (email, phone and address) of the person that will be the project manager and authorized representative for the project.

Lastly, please see attached *Continuing Obligations to Maintain Eligibility for Grants Reimbursement* that are applicable to some LPS.

Upon DWR's acceptance of the conditional documents (including the EI form), the grant agreement process will begin. I will keep you apprised of the next steps as soon as we receive the agreement. Please let me know if you have significant project scope, budget and schedule changes.

Again, congratulations to all and thank you for your patience. Do not hesitate to contact me if you have any questions or need further assistance.

Loisa O. Burton

Loisa Burton
Grants Administrator
San Diego County Water Authority
858 522-6739 (Phone)
4677 Overland Avenue,
San Diego, CA 92123

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Pow

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: | October 3, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Powers Alliance (NJPA) Contract #081716-KTC with Kenworth Truck Company through Inland Kenworth (US) Inc. (authorized dealer) to award the purchase of one (1) T400 Series Conventional 10 yard dump truck to Inland Kenworth (US) Inc., in an amount not to exceed \$149,951.88. |

PREPARED BY: | Ray Roberson, Management Analyst II |

DEPARTMENT: Engineering/Public Works

PHONE: | (619) 336-4583 |

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

644-416-221-511-0000 (Equipment Replacement Reserve): \$149,951.88

Funds are appropriated and available in the above account. |

ENVIRONMENTAL REVIEW:

N/A |

ORDINANCE: INTRODUCTION: | ☐ |

FINAL ADOPTION: | ☐ |

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of one (1) T400 Series Conventional 10 yard dump truck for the National City Engineering and Public Works Department.

BOARD / COMMISSION RECOMMENDATION:

N/A |

ATTACHMENTS:

1. Explanation
2. Quote & Vehicle Specs
3. Proof of NJPA Contract #081716-KTC
4. Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the General Fund and Sewer Service Fund for the purchase of one (1) 10 yard dump truck for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the National Joint Powers Alliance (NJPA) Contract #081716-KTC with Kenworth Truck Company through Inland Kenworth (US) Inc. (authorized dealer) to award the purchase of one (1) T400 Series Conventional 10 yard dump truck to Inland Kenworth (US) Inc., in an amount not to exceed \$149,951.88.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the National Joint Powers Alliance (NJPA) Contract #081716-KTC was competitively bid through a Request for Bid (RFB) process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance (NJPA) Contract #081716-KTC to award the purchase of one (1) T400 Series Conventional 10 yard dump truck, in an amount not to exceed \$149,951.88, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the General Fund (\$109,951.88) and Sewer Service Fund (\$40,000).



BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.

500 N. Johnson Ave.
El Cajon, California 92020
Phone : (619) 325-1600 Fax:

DATE:	8/30/2017	BUYER'S NAME:	City of National City
ADDRESS:	1243 National City Boulevard	PHONE:	(619) 336-4589
CITY:	National City	STATE:	CA
ZIP:	91950-430		

QUANTITY:	1	NEW:	New	COLOR:	TBD	DESCRIPTION:	
YEAR:	2017	MAKE:		MODEL:		Valew Elliptical Dump Body	
SERIAL # (s):	SPECIAL ORDER						
STOCK # (s):	SPECIAL ORDER						

QUANTITY:	1	NEW:	New	COLOR:	White	DESCRIPTION:	
YEAR:	2018	MAKE:	Kenworth	MODEL:	T440	10-12 Yard Dump Chassis	
SERIAL # (s):	SPECIAL ORDER						
STOCK # (s):	SPECAIL ORDER						

ADDITIONAL PROVISIONS:

NJPA Contract #0181716-KTC

SALESPERSON: Tommy Claus

Price / Unit	Qty	Purchase Total
\$35,340.00	1	\$35,340.00
\$102,230.00	1	\$102,230.00
FET		\$0.00
Ext. Warranty		\$0.00
Documentation		\$80.00
Sales Tax		\$12,044.38
Administration		\$220.00
License & Title		\$20.00
Tire Disposal Fee		\$17.50
Out of State Delivery		\$0.00
Total		\$149,951.88
Cash Deposit		\$0.00
Trade Equity		\$0.00
Amount Financed		\$0.00
Cash on Delivery		\$149,951.88

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER, THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature

Title

Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature

Title

Date

THANK YOU FOR YOUR BUSINESS!

TERMS AND CONDITIONS

1. As used in this Agreement (a) "Seller" means Inland Kenworth (US), Inc., a corporation, (b) "Buyer" means the party executing this Agreement as shown on page 1, (c) "Manufacturer" means the entity that manufactured the Vehicle as shown on page 1 and (d) "Vehicle" means and includes the vehicle(s), chassis equipment and/or accessory(ies) ordered and purchased by Buyer as identified on page 1. It is understood by Buyer that (i) Seller is not the agent of Manufacturer for any purpose, and (ii) Seller and Buyer are the only parties to this Agreement and Manufacturer is not a party to this Agreement.
2. An order from Buyer shall only be deemed placed when this Agreement has been signed by both the Buyer and Seller which shall be the only method by which Buyer commits to purchase the Vehicle and Seller commits to sell the Vehicle unless otherwise agreed by Buyer and Seller in writing, signed by both parties. Buyer shall fully cooperate with Seller in connection with such order and delivery of the Vehicle, including executing any documents and doing such acts as may be reasonably requested by Seller.
3. Buyer acknowledges that Manufacturer has reserved the right to change the price and/or design of any new Product being purchased by Buyer hereunder at any time without notice and in its sole discretion. If Seller is unable to procure the Vehicle(s) ordered by Buyer from Manufacturer on the price set forth in this Agreement by reason of Manufacturer's change in price or design or for any other reason outside the control of Seller, Seller shall immediately notify Buyer and within five (5) days after the delivery of such notice, and as their only legal or equitable remedy, Seller or Buyer may elect to cancel the order and terminate this Agreement by written notice to the other provided such party is not in default hereunder. In the event of such cancellation, neither Buyer nor Seller shall have any further legal or equitable remedy against the other.
4. If Buyer is trading a used motor vehicle (the "trade-in vehicle") as a part of the consideration for the purchase of the Vehicle as provided herein, such trade-in vehicle shall not be delivered to Seller until Seller delivers to Buyer the Vehicle ordered by Buyer without Seller's prior written consent. If the trade-in vehicle is delivered to Seller before delivery of the Vehicle ordered by Buyer Seller shall store such trade-in vehicle as an accommodation to Buyer and the risk of loss as to such trade-in vehicle shall remain with Buyer. Buyer's trade-in vehicle shall be reappraised at the time of delivery of the Vehicle purchased by Buyer and the reappraised value shall determine the actual trade allowance for the trade-in vehicle to be applied against the purchase price for the Vehicle being purchased by Buyer. Buyer understands that the original trade allowance for the trade-in vehicle is an estimated value and the reappraised value shall be determinative of the actual trade allowance even though less than the original trade allowance. At the time of delivery of the trade-in vehicle to Seller, Buyer shall deliver to Seller the certificate of title for the trade-in vehicle. Buyer warrants that the trade-in vehicle shall be delivered to Seller free and clear of all liens and encumbrances except as otherwise noted herein. The certificate of title to the trade-in vehicle (1) shall not be a "salvage title certificate" issued by the Department of Motor Vehicles for the state in which the Vehicle was sold, and (2) shall not be a certificate of title issued by any other authority indicating that the trade-in vehicle has been reconstructed or repaired by reason of collision or other damage; otherwise, the trade-in vehicle shall then be reappraised. If the trade-in vehicle's reappraised value is less than its trade allowance, Buyer shall pay to Seller the difference in value at the time of delivery of the trade-in vehicle.
5. The purchase price for the Vehicle being purchased by Buyer hereunder includes reimbursement for federal excise taxes, but excludes any federal, state or local sales, use, occupational or like taxes or duties now in force or enacted in the future unless expressly so stated. Any such tax, fee or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer (exclusive of taxes on net income) shall be paid by Buyer in addition to the purchase price for the Vehicle. If Seller is required to pay any such tax, fee or charge, at the time of sale of thereafter, Buyer shall reimburse Seller therefore.
6. THE MANUFACTURER'S WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE VEHICLE BEING PURCHASED HEREUNDER WHETHER NEW OR USED. THE PURCHASE OF ANY USED VEHICLE FROM SELLER SHALL BE ON AN "AS-IS, WHERE IS" BASIS UNLESS SELLER DELIVERS TO BUYER A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. EXCEPT AS PROVIDED BY THE FOREGOING, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VEHICLE.
7. BUYER AGREES THAT ITS SOLE LEGAL AND EQUITABLE REMEDY FOR SELLER'S FAILURE TO DELIVER TO BUYER THE VEHICLE ORDERED BY BUYER UNDER THIS AGREEMENT SHALL BE TO REQUIRE SELLER TO RETURN TO BUYER ANY FUNDS DELIVERED TO SELLER BY BUYER FOR THE PURCHASE OF THAT VEHICLE. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER OR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, WHETHER FOR BREACH OF THIS AGREEMENT, NEGLIGENCE OR OTHERWISE.
8. If Buyer breaches this Agreement by failing to purchase any Vehicle ordered by Buyer, in addition to any other remedy available to Seller at law or in equity, (i) Buyer shall indemnify and hold harmless Seller from any loss, damage, liability, cost and expense incurred by Seller in connection with such order, (ii) Seller may resell the ordered Vehicle and retain that portion of Buyer's deposit which is equal to (A) the difference between Buyer's purchase price less Seller's final disposition price, plus (B) Seller's cost of sale, including without limitation, any other general and incidental damages incurred by Seller, with the balance of Buyer's deposit, if any, returned to Buyer, and/or (iii) Seller may repossess all or any portion of the Vehicle sold to Buyer.
9. No modification, change or amendment to this Agreement or waiver of any term hereof shall be deemed effective unless made in writing and signed by the parties. Time is the essence of this Agreement and each of the party's obligations hereunder. This Agreement shall be binding on and inure to the benefit of Buyer and Seller and their respective successors and assigns; provided, however, Buyer may not assign this Agreement without Seller's prior consent and any such attempted assignment without Seller's consent shall be void. This Agreement shall be governed under the laws of the state in which Seller's business is located. Any legal action to enforce the terms of this Agreement or to seek damages by reason of its breach shall be brought in state or federal courts with the appropriate jurisdiction of the county in which Seller's business is located. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If suit is brought in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, both at trial and on appeal, together with any costs and expenses incidental to any such proceedings. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements, representations and understandings of the parties regarding the subject matter hereof. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument. The failure by Seller to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, nor affect the validity of this Agreement or any part thereof, or the right of Seller to thereafter enforce such provision. Buyer acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. Buyer represents and warrants that it intends to use the Vehicle for commercial purposes only and not for personal, family, household or consumer purposes.
10. All demands, notices, consents, or other communications required or permitted to be given under this Agreement by either party, shall be sent to the other party at the address set forth herein and shall be deemed to have been duly given (1) if delivered by personal delivery, when delivered, (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, (3) if sent by facsimile, upon transmission to the facsimile numbers below provided that a copy is promptly sent by U.S. mail and a transmission receipt is provided, or (4) if sent by courier, the business day after being sent by a nationally reputable overnight courier service.
11. Seller reserves a purchase money security interest in the Vehicle sold hereunder and the proceeds thereof in the amount of the purchase price until the purchase price for the Vehicle has been paid in full. Buyer shall perform all acts necessary or appropriate to assist Seller in perfecting and maintaining such security interest.

Please Initial _____

Valew Quality Truck Bodies
12522 Violet Rd. Adelanto, CA. 92301 Ph. 760-246-4878

Valew Elliptical (Tub Style) Dump Body 15'- 10 / 12 Yard

This body is designed for demolition and rock industries. All steel gauges have been increased for greater durability.

Body Specifications:

Sides and Floor Hardox 450 steel

Top Rail Formed Steel

Cheater Board Slots

Tailgate Hardox 450 steel

Cab guard

Valew Sub-frame H.D. channel

Hydraulic Hoist (Telescopic Style)

Hydraulic Pump

Hydraulic Reservoir

Hot Shift PTO

Lighted safety locking controls

Spreader apron

Cab guard

High Lift Gate

Air tail gate release

Center Ditch Gate

Ph 45 air hitch assembly with air and electric to rear

7 Pin RV Type Plug

Asphalt rated spring loaded tarp system

36" Tool Box

Wheel Chock Holder

LED Marker and Tail Lights

Primer and Painted Black in Color

Installed Price \$34,990.00 plus all applicable taxes, FET and fees
(Quotation Only)

Quoted By: Frank Flores Quote# IKWSD-05192017

Note: 132" CA Required with clean frame rails.



Inland Kenworth El Cajon 1141
500 N. Johnson Ave.

City of National City
1243 National City Blvd

El Cajon, California United States 92020
Phone: (619) 328-1600
Fax: (619) 328-1750
Email:

National City, California United States 91950
Phone: (619) 336-4589
Fax:
Contact Email: tgaut@nationalcityca.gov
Prepared for: Tony Gaut

Vehicle Summary

	Unit	Chassis
Model:	T400 Series Conventional.	Fr Axle Load (lbs): 14320
Type:	FULL TRUCK	Rr Axle Load (lbs): 40000
Description:	Dump Truck	G.C.W. (lbs): 66000
	Application	Road Conditions:
Intended Serv.:	Local pickup & delivery.	Class A (Highway) 89
	Vehicles which haul	Class B (Hwy/Mtn) 10
Commodity:	Gravel/crushed rock/sand	Class C (Off-Hwy) 01
	Body	Class D (Off-Road) 00
Type:	End dump	Maximum Grade: 6
Length (ft):	15.0	Wheelbase (in): 169
Height (ft):	13.5	Overhang (in): 60
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in): 67
	Trailer	Cab to Axle (in): 102
No. of Trailer Axles:	0	Cab to EOF (in): 162
Type:		Overall Comb. Length (in): 279
Length (ft):	0.0	
Height (ft):	0.0	Special Req.
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-State
Corner Radius (in):	0	
	Restrictions	
Length (ft):	120	
Width (in):	102	
Height (ft):	13.5	

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs
customized to meet your needs.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 8/31/2017 8:51:32 AM
Effective Date: Jan 1, 2017
Prepared by: Administrator

Complete

Model Number: T400 Series Conventional.
Quote/DTPO/CO: Q74914244
Version Number: 39.20



Inland Kenworth El Cajon 1141
500 N. Johnson Ave.

City of National City
1243 National City Blvd

El Cajon, California United States 92020
Phone: (619) 328-1600
Fax: (619) 328-1750
Email:

National City, California United States 91950
Phone: (619) 336-4589
Fax:
Contact Email: tgaut@nationalcityca.gov
Prepared for: Tony Gaut

Data	Code	Description	Weight
Model			
0000410	O	T400 Series Conventional.	11,511
0070070	O	T440 6x4 Class 8	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
0090062	O	T440 6x4 Class 8	0
0091042	O	Gravel/crushed rock/sand	0
0093005	O	Local pickup & delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.	0
0095010	O	End dump	0
0098025	O	U.S. Domestic Registry, 50-State	0

Engine & Equipment

0129569	O	PACCAR PX-9 370 2017 370@2000 365@2100 1250@1400	0
Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing.			
N09200 N205 120...Standard Maximum Speed Limit [LSL]			
N09220 N207 0....Expiration Distance			
N09240 P09 120...Hard Maximum Speed Limit			
N09260 P14 62...Maximum Accelerator Pedal Vehicle Speed			
N09280 P16 0....Accelerator Lower Droop			
N09300 P19 62...Maximum Cruise Speed			
N09320 C143 0....Cruise Control Lower Droop			
N09360 N203 252...Reserve Speed Function Reset Distance			
N09380 N202 0....Maximum Cycle Distance			
N09400 N206 10...Maximum Active Distance			
N09420 N201 0....Reserve Speed Limit Offset			
N09440 P11 NO...Engine Protection Shutdown			
N09460 P06 NO...Gear Down Protection			
N09480 P26 1400.Max PTO Speed			
N09500 P02 NO...Cruise Control Auto Resume			
N09520 P04 NO...Auto Engine Brake in Cruise			
N09540 N209 0....Expiration Distance			
N09560 P520 YES..Enable Idle Shutdown Park Brake Set			
N09580 P32 5....Timer Setting			
N09600 P233 YES..Enable Impending Shutdown Warning			

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 8/31/2017 8:51:32 AM
Effective Date: Jan 1, 2017
Prepared by: Administrator

Complete

Model Number: T400 Series Conventional.
Quote/DTPO/CO: Q74914244
Version Number: 39.20

Data	Code	Description	Weight
		N09620 P234 60...Timer For Impending Shutdown Warning	
		N09640 P516 35...Engine Load Threshold	
		N09680 P33 NO...Idle Shutdown Manual Override	
		N09720 P230 YES...Enable Hot Ambient Automatic Override	
		N09740 P46 40...Low Ambient Temperature Threshold	
		N09760 P56 60...Intermediate Ambient Temperature Threshold	
		N09780 P47 80...High Ambient Temperature Threshold	
1000151	O	Prospector Version 40.2 Replaces 40.1	0
1000684	O	Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Override	0
1000860	O	Enable EIST in PTO Mode Use only with MX and Cummins engines	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1051092	S	Engine mount Powercore air cleaner. w/constant torque SS clamps, pop-up air restriction indicator. Pop-up indicator is standard.	0
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9	0
1122505	S	Cooling module: 1300 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant. Drain valve is not available w/Allison transmissions.	0
1160205	O	Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T660, T680, and T300 (Medium Duty).	2
1247166	S	Exhaust: 2017 EPA RH Under DPF/SCR w/ RH side of vertical cab tailpipe w/ daycabs, extended daycabs, or modular sleepers.	0
1290136	S	Tailpipe: 5 in. single 36 in. 45 degree curved.	0
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0
1321200	O	Run Aid:None *For Fuel Filter	0
1321300	O	Start Aid:None *For Fuel Filter	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	6

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 8/31/2017 8:51:32 AM
Effective Date: Jan 1, 2017
Prepared by: Administrator

Complete

Model Number: T400 Series Conventional.
Quote/DTPO/CO: Q74914244
Version Number: 39.20

Data	Code	Description	Weight
1700149	O	Retarder Jacobs for PX-8/9 ISL w/ 3-way switch.. Replaces the standard turbo brake for PX-8 engines.	57
1816260	O	Alternator: PACCAR 160 amp, brush type	0
1821220	S	Batteries: 2 PACCAR GP31 threaded post (700-730) 1400-1460 CCA dual purpose.	0
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
1840005	O	Battery disconnect switches 2, mounted on battery box.	2
1900082	O	Multi-function engine connector for body builder interface for Cummins.	0
1900086	O	Connection between PTO switch & engine requires code 1900082 or 1900084. T680/T880: This feature is standard, no code required.	0

Transmission & Clutch

2011203	O	Transmission: Allison 3000RDS 5-speed w/PTO drive gear. 5th Gen Controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	291
2406453	O	Driveline: 2 Dana SPL250XL 1 centerbearing requires 3500057 interaxle driveline. Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	0
2410018	O	Torque converter included w/Allison Transmission.	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0
2410203	O	Allison FuelSense Base: Includes EcoCal, 5th Gen Controls, and Dynamic Shift Sensing	0
2410244	O	J1939 Park Brake Auto Neutral	0
2429100	O	Chassis will be fitted w/ LH transmission PTO. (Prevents ECU F/Interfering w/ PTO Only).	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0

Front Axle & Equipment

2503469	O	Dana Spicer E-1462W Front Axle rated 14.6K 5in. drop, wide track for better turning radius.	57
---------	---	---	----

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/31/2017 8:51:32 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2017		Quote/DTPO/CO:	Q74914244
Prepared by:	Administrator		Version Number:	39.20

Data	Code	Description	Weight
2621310	O	Front Brakes: 14.6K Bendix ES s-cam 16.5x5 in.	-62
2690002	O	Front Brake Drums: 14.6K 16.5x5 in. cast.	78
2707050	S	Front Hub: 14,600 lbs. aluminum hub pilot 10-bolt, 11-1/4 in. bolt circle.	0
2741970	S	ConMet PreSet Plus Hub package; front axle.	0
2750001	S	Hubcap: front vented.	0
2765001	O	Front Auto Slack Adjuster.	0
2864019	O	Front Springs: Taperleaf 14.6K w/shock absorbers 2-leaf. With maintenance-free elastomer spring pin bushings. Standard with rubber pins. Not available on W900L or W900S.	25
2893881	O	Single power steering gear: 16K TRW TAS85 W9B available, but not available W9S, W9L or T3.	18
2899336	O	Power Steering Cooler: Radiator Mounted Air-to-Oil	11

Rear Axle & Equipment

3122154	O	Dual Meritor RT41-145A rear axle rated at 40K w/ bolt-on ring gears. (RT40-145A w/ 11mm. wall thickness). Tandem rear axles.	1,885
3200411	O	Rear Axle Ratio - 4.11.	0
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
3392005	O	Dual Rear Brake Drums: cast.	0
3407050	O	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.	0
3465002	O	Dual Rear axle automatic slack adjusters.	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel; replaces standard 2-1/2 in. travel. Helps keep brakes in adjustment longer.	4
3495228	O	Bendix 4S/4M anti-lock brake system w/ air traction control (ATC).	2
3500057	O	Interaxle driveline 1 Dana SPL170XL	-4
3531000	O	Wheel Differential Lock for Dana Spicer Axle P22060S; changes S to D to the axle part number.	15
3736418	O	Rear suspension: Tandem Reyco 102 40K. 4-spring multileaf & 52 in. axle spacing. Steel crossmembers & gussets Unladen Height: 10.8 in. Laden Height: 9.2 in.	500

Tires & Wheels

4070021	O	Front Tires: Bridgestone R283A Ecopia 295/75R22.5	2
4277408	O	Rear tires: Bridgestone M760 Ecopia 295/75R22.5 14PR 40.7in. diameter. 27 tread depth. 19.0in. SLR. EPA SmartWay verified.	72

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/31/2017 8:51:32 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2017		Quote/DTPO/CO:	Q74914244
Prepared by:	Administrator		Version Number:	39.20

Data	Code	Description	Weight
4900008	O	Rear Tire Quantity: 8	0
5042285	O	Front Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[™] powder coat, hub-pilot mount. heavy-duty 5 hand-hole hub pilot mount.	20
5242375	O	Rear Wheel: Accuride 51408 22.5x8.25 steel Steel Armor[™] powder coat, hub-pilot mount. 7400lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	0
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment			
6056200	O	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel to 284 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	191
6302460	S	Bumper: Tapered painted steel channel. Requires a bumper setting code.	0
6319050	S	50 in. Bumper setting. Requires a bumper code.	0
6324025	O	Front tow hook: Center mounted, cast. Requires iron front drive brackets.	28
6390103	S	Front mudflaps.	0
6390304	S	Brackets, Front Drive: Aluminum up to 15,999 lbs.	0
6390312	O	Brackets: iron front spring drive. Included with front spring capacity of 16,000 lbs or greater; code not required.	47
6405048	S	Battery box module: Short length aluminum parallel under cab, aluminum diamond plate cover w/ step. Up to 2 air tanks may mount to bottom of box. Batteries will be oriented perpendicular on rail.	0
6409901	O	Battery box location: LH Side.	0
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
6700005	O	Drop-type crossmember below frame pintle hook; square end-of-frame towing configuration.	155
6710029	O	Premier 370 air-operated hook, rated 90,000 lb horizontal, 18,000 lb vertical.	45

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 8/31/2017 8:51:32 AM
Effective Date: Jan 1, 2017
Prepared by: Administrator

Complete

Model Number: T400 Series Conventional.
Quote/DTPO/CO: Q74914244
Version Number: 39.20

Data	Code	Description	Weight
6712028	O	Maximum Unladen Rear Hook Height is 28 in. Use with a drop-type crossmember only. Kenworth will make every effort to meet the customer's specified trailer hook height above the road. Exact heights depend on wheelbase, front and rear suspensions, tires and frame material. If exact height is crucial, the hook must be installed by the body builder.	0
6721125	O	Delete Mudflap Arms: dealer/customer responsible for installation of arms.	-12
6723000	O	Delete Mudflap Shields-Dealer/Customer responsible for installation of shields.	-8
Fuel Tanks & Equip			
7014056	S	Fuel Tank: 56 US gallon 22in. aluminum BOC replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	0
7722011	O	Small round DEF tank. 11 gallons of useable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0
7889245	O	Anti-siphon device swaged in place. For any number of fuel tanks.	1
7889604	O	DEF tank location is on the LH.	0
7930056	O	Location: 56 gal fuel tank RH behind cab	0
Cab & Equipment			
8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8080137	O	Cab door bearing blocks, top & bottom.	0
8090450	S	Hood: Sloped Aerodynamic T440 Hood. Includes hood and mounted grille, split fenders w/ mudflaps, & separate bumper.	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0
8201200	O	Adjustable telescoping tilt steering column.	10
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/31/2017 8:51:32 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2017		Quote/DTPO/CO:	Q74914244
Prepared by:	Administrator		Version Number:	39.20

Data	Code	Description	Weight
8203072	O	Flip Valve/LT/Piping To End-of-Frame Air Accessory. Dash Mounted	0
8205038	O	Controls on dash for pintle hook. Includes piping.	2
8205069	O	Dash Controls:Tailgate or Dump Gate, Includes Piping and Teiltale	1
8205118	O	Information for customer-installed PTO Chelsea 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.	0
8205123	O	Switch & Wiring for Customer-Installed PTO. Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	0
8208494	O	One spare switch: Wired to power.	0
8220106	O	Gauge: Dash mounted air filter restriction gauge.	0
8222722	O	Gauge: Manifold Pressure Gauge. The NavPlus HD unit includes a virtual manifold pressure gauge.	0
8225658	O	Gauge: Axle oil temperature, dual-drive axle. (2 gauges) w/integral warning light.	0
8282004	S	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8331140	S	Cab Interior: Summit. T440/T470 Only. Includes smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floor mats.	0
8343304	S	Interior color: Slate Gray w/trim Dark Slate Gray	0
8410181	O	Driver seat: Kenworth Air cushion Plus IB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	-6
8480180	O	Rider seat: Kenworth Toolbox Plus IB vinyl. W/dual armrests.	-4
8490110	S	Seat color: Dark Slate Gray.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/31/2017 8:51:32 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2017		Quote/DTPO/CO:	Q74914244
Prepared by:	Administrator		Version Number:	39.20

Data	Code	Description	Weight
8699514	O	Speakers: Four 4 in. x 6 in. high performance. Adds 2 speakers to the Panasonic standard 2. Located in cab header & rear cab corners.	0
8700108	O	Under dash center console: Includes one cupholder & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only.	0
8700168	S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	0
8700186	S	Electric LH & RH door locks.	0
8700966	O	Kenworth NavPlus HD Navigation System: Vantage, Splendor, APEX, Summit, or Pinnacle interior. System hardware includes: head unit that mounts in radio opening and 7in. high resolution touchscreen display mounted in dash area four. Includes: Truck specific navigation by ALK, Sirius and XM satellite radio receiver.	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0
8800400	S	Grabhandle: LH inside door frame above dash.	0
8800401	S	Grabhandle: RH inside door frame above dash.	0
8832115	O	Daylite Door: LH/RH includes RH peeper window	0
8841411	S	Single air horn under cab.	0
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0
8865000	O	Mirror: Dual Kenworth aerodynamic heated motorized 7 in. x 13 in. mirrors. Mirror shell painted cab color, mirror arms black. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8- 1/2 ft load width. Switch located on door pad.	26
8871445	O	Rear cab stationary window 17 in. x 36 in. dark tint.	0
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	0
8890003	O	1.5in x 11.5in Plastic Records Holder Mounted On Rear Cab Panel	2
8890100	S	One-piece windshield, w/ curved glass.	0
8890351	O	2 in. rubber wheelwell fender extension.	8
8890898	O	Link Cabmate suspension.	22

Lights & Instruments

9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0
9022137	O	Marker Lights: Five, rectangular, LED	0
9030010	S	Turn Signal Lights: Mounted on fender	0
9058037	O	Switch & Wiring for Customer-Installed Floodlight W/O Electrical Pass-Through - 1st Set. Wire Coiled BOC/BOS.	0
9058052	O	Switch & Wiring for Customer-Installed Floodlight : W/O Electrical Pass-Through - 2nd Set. Wire Coiled BOC/BOS.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/31/2017 8:51:32 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2017		Quote/DTPO/CO:	Q74914244
Prepared by:	Administrator		Version Number:	39.20

Data	Code	Description	Weight
9058056	O	Switch & Wiring for Customer-Installed Floodlight : W/O Electrical Pass-Through - 3rd Set. Wire Coiled BOC/BOS.	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	4
9090151	O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	4
9090302	O	Junction Box: Mounted Behind Cab or Sleeper Not Mounted at End of Frame.	1
9090845	O	Circuit Brakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0
Air Equipment			
9101215	S	Air Dryer Bendix AD-IS heated Puraguard	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9110020	O	Full truck kit: Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	15
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0
Extended Warranty			
9200021	O	Standard Warranty.	0
9210159	U	NJPA Non-Discountable Fee	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 8/31/2017 8:51:32 AM
Effective Date: Jan 1, 2017
Prepared by: Administrator

Complete

Model Number: T400 Series Conventional.
Quote/DTPO/CO: Q74914244
Version Number: 39.20



Data	Code	Description	Weight
Miscellaneous			
9400076	O	Local PDI then Ship to Specific Address. N94000 Factory PDI N94010 Valew Quality Truck Bodies N94020 12522 Violet Road N94030 Adelanto, CA 92301 N94040 Frank Flores 760-246-4878	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490406	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of rider seat. Class ABC.	11
Paint			
9700000	O	Paint color number. N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK N97700 BUMPER L0006 WHITE	0
9943001	O	Bumper Painted Color A	0
9943050	O	Day Cab Standard Paint	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0
Total Weight			15039 lb

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/31/2017 8:51:32 AM	Complete	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2017		Quote/DTPO/CO:	Q74814244
Prepared by:	Administrator		Version Number:	39.20

[Home](#) > [Cooperative Purchasing](#) > [Contracts - Fleet](#) > [Vehicles and Chassis](#) > [Kenworth Truck Company](#) [Overview](#)[Contract Documentation](#)[Pricing](#)[Marketing Materials](#)[NJPA Contact Information](#)**HOW TO PURCHASE**[Our step-by-step guide](#)**Vendor Contact Info**

Mike Kleespies

Direct Phone: 813-455-1248

mike.kleespies@paccar.comwww.kenworth.com

Ryan Breeze

Direct Phone: 425-828-5452

ryan.breeze@paccar.comwww.kenworth.com

Kenworth Truck Company

**Contract#:** 081716-KTC**Category:** Vehicles and Chassis**Maturity Date:** 11/15/2020

Kenworth Truck Company has forged a solid reputation for quality, innovation and technology in producing The World's Best® medium and heavy duty trucks over the past 93 years. From enhanced durability to improved driver comfort to optimized operational efficiency, each Kenworth stands as a testament to our uncompromising engineering and craftsmanship. That tradition continues today with the company's award-winning Kenworth T680 and T880 models, which were honored as Heavy Duty Commercial Truck of the Year by the American Truck Dealers (ATD) in 2013 and 2015, respectively. Kenworth's Internet home page is at www.kenworth.com. Kenworth is a PACCAR company.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Pow

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: | October 3, 2017 |

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Powers Alliance (NJPA) Contract #113012-HDI with H.D. Industries, Inc. (manufacturer) through the Haaker Equipment Company (distributor) to award the purchase of one (1) H.D. Industries Pro-Patch TCM-425-80 DHE mounted on a 2018 Ford F-750 chassis to Haaker Equipment Company for pothole repairs, in an amount not to exceed \$180,109.58. |

PREPARED BY: | Ray Roberson, Management Analyst II |

DEPARTMENT: Engineering/Public Works

PHONE: | (619) 336-4583 |

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

644-416-221-511-0000 (Equipment Replacement Reserve): \$180,109.58
Funds are appropriated and available in the above account. |

ENVIRONMENTAL REVIEW:

| N/A |

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of one (1) H.D. Industries Pro-Patch TCM-425-80 DHE mounted on a 2018 Ford F-750 chassis to Haaker Equipment Company for pothole repairs.

BOARD / COMMISSION RECOMMENDATION:

| N/A. |

ATTACHMENTS:

1. Explanation
2. Quote & Vehicle Specs
3. Proof of NJPA Contract #113012-HDI
4. Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Equipment Replacement Fund for the purchase of one (1) heavy duty patch truck for pothole repairs for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Powers Alliance (NJPA) Contract #113012-HDI with H.D. Industries, Inc. (manufacturer) through the Haaker Equipment Company (distributor) to award the purchase of one (1) H.D. Industries Pro-Patch TCM-425-80 DHE mounted on a 2018 Ford F-750 chassis to Haaker Equipment Company, in an amount not to exceed \$180,109.58.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the National Joint Powers Alliance (NJPA) Contract #113012-HDI was competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance (NJPA) Contract #113012-HDI to award the purchase of one (1) H.D. Industries Pro-Patch TCM-425-80 DHE mounted on a 2018 Ford F-750 chassis to Haaker Equipment Company for pothole repairs, in an amount not to exceed \$180,109.58, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the General Fund.]

HAAKER

EQUIPMENT COMPANY
2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com

**NJPA AWARDED
CONTRACT**

PROPOSAL August 30, 2017

TO: CITY OF NATIONAL CITY
1243 National City Bl.
National City, CA 91950

ATTN: Mr. Tony Gaut
619-336-4589

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the **NJPA Cooperative Purchasing Agreement – Contract #RFP#113012.**

ONE (1) H.D. INDUSTRIES PRO-PATCH TCM-425-80 DHE Mounted on a 2018 Ford F-750 chassis. Includes the following:

- | | |
|---|---|
| ✓ Wacker WP1550AW Compactor Plate | ✓ Retractable hose reel for Fan Spray Wand-15 ft. capacity only |
| ✓ Stanley BR60 (60LB) Jackhammer | ✓ 22" Wide Drop Plate |
| ✓ 50 Gallon LP Gas Bottle | ✓ 75,000 BTU Hand Torch Power Jet |
| ✓ Set of Manuals – Parts/Operator | ✓ Hydraulic Oil Reservoir |
| ✓ Hydraulic Operated Steel Top Doors | ✓ Hydraulic Oil Cooler |
| ✓ Spoils Bin 30" ¾ Cy. | ✓ Hydraulic Hose and Fittings |
| ✓ Heating Systems | ✓ Hydraulic Control Valve |
| ✓ Electronic Throttle Controls | ✓ Hard Service Auger |
| ✓ Emulsion Oil Tank Capacity and Heating System | ✓ Drip Pan 8 gallon |
| ✓ Temperature Gauges | ✓ Water Tank 1- gallon |
| ✓ Hand Torch | ✓ Safety Lighting – 2 Amber LED emitter lights |
| ✓ Liquid Asphalt Oil Pump | ✓ Extra Tool Box |
| ✓ Releasing Agent Storage Tank | ✓ Work Deck 18"x46" |
| ✓ Liquid Asphalt Hand Sprayer | ✓ Hot Shift PTO |
| ✓ Releasing Agent Hose Reel | ✓ Electronic Throttle Control |
| ✓ Hydraulic Tool Line Hose Reel | ✓ Rialto, CA Light Package |
| ✓ Hydraulic Pump | |
| ✓ Dumping Pan that tucks away under rear of truck | |
| ✓ Back Up Camera | |

Unit Bid Price..... \$ 165,618.00
Sales Tax (8.75%)..... \$ 14,491.58
TOTAL FOB: NATIONAL CITY, CA: \$ 180,109.58

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 180-270 Days **TERMS:** Net 10 Or Approved Lease

Add-On/Cooperative Purchase Authorization: Haaker Equipment Company offers the above proposed price, terms and conditions to any governmental agency or subdivision in the State of California or Nevada for a period not to exceed a full calendar year from the date of original purchaser's purchase order or contract.

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: Chay Vallejo
CHUY VALLEJO

DATE: _____



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

Customer Proposal

Prepared for:

Chuy Vallejo
City of National City
1243 National City Blvd
National City, CA 91950
Office: 909-598-2706
Email: Chuy@haaker.com

Prepared by:

Rick Martin
Office: 717-665-2466
Email: martin@hondruauto.com

Date: 05/01/2017

Vehicle: 2017 F-750 Gas Base
Regular Cab

Quote ID: National





Hondru Ford
300 South Main Street, Manheim, Pennsylvania, 175452213
Office: 717-665-3551

Chuy Vallejo
City of National City
1243 National City Blvd
National City, CA 91950
Office: 909-598-2706
Email: Chuy@haaker.com

Re: Vehicle Proposal

Dear Mr. Vallejo,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Rick Martin

717-665-2466
rmartin@hondruauto.com



Selected Equipment & Specs

Dimensions

- * Exterior length: 332.0"
- * Exterior width: 96.7"
- * Wheelbase: 212.0"
- * Rear track: 72.6"
- * Front headroom: 40.7"
- * Front shoulder room: 68.0"
- * Cab to axle: 138.0"
- * Exterior height: 92.9"
- * Front track: 81.8"
- * Front legroom: 41.4"
- * Front hiproom: 67.6"

Powertrain

- * 320hp 6.8L SOHC 30 valve V-10 engine with SMP
- * federal
- * Rear-wheel drive
- * Fuel Economy Highway: N/A
- * Transmission PTO provision
- * Right mounted horizontal muffler
- * Recommended fuel : regular unleaded
- * TorqShift-G 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A
- * 60.0 gal. rectangular Left front fuel tank
- * Standard rear differential
- * Right mounted horizontal tailpipe

Suspension/Handling

- * Front non-independent leaf spring suspension with anti-roll bar
- * Hydraulic power-assist re-circulating ball Steering
- * 11.0R22.5 AS front and rear tires
- * Rubber auxiliary rear springs
- * Rear rigid axle leaf spring suspension with regular shocks
- * Front and rear 22.5 x 7.5 wheels
- * Dual rear wheels

Body Exterior

- * 2 doors
- * Black door mirrors
- * Side steps
- * Clearcoat paint
- * Hood mounted grille
- * Driver and passenger power remote heated folding door mirrors
- * Chrome bumpers
- * Trailer harness
- * Straight front bumper ends
- * Front and rear 22.5 x 7.5 white steel wheels with 10 wheel studs

Convenience

- * Manual air conditioning
- * Power front windows
- * Manual tilt steering wheel
- * Front cupholders
- * Dual electric horn
- * Cruise control with steering wheel controls
- * Remote power door locks with illuminated entry
- * Wireless phone connectivity
- * Passenger visor mirror
- * Automatic gearshift steering column lever

Seats and Trim

- * Seating capacity of 2
- * Fixed passenger seat
- * Driver seat folding back, passenger seat fixed back
- * Driver seat with 4 way direction control, passenger seat with 2 way direction control
- * Fixed driver seat
- * Bucket driver seat, Bucket passenger seat
- * Low back seats
- * Manual fore/aft seats

Entertainment Features

- * AM/FM stereo radio with radio data system
- * MP3 decoder
- * External memory control
- * 4 speakers
- * Single CD player
- * Auxiliary audio input
- * Steering wheel mounted radio controls
- * Wireless streaming

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
 300 South Main Street, Manheim, Pennsylvania,
 175452213
 Office: 717-665-3551

2017 F-750 Gas, Regular Cab
 Regular Cab Base(F7A)
 Price Level: 750 Quote ID: National

Selected Equipment & Specs (cont'd)

- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen sealed beam headlights
- * Light tinted windows
- * Tachometer
- * Oil pressure gauge
- * Trip odometer
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Voltmeter
- * Trip computer
- * RNDM

Safety and Security

- * 4-wheel ABS brakes
- * Power remote door locks with
- * Hydraulic disc brakes
- * Security system

Dimensions

General Weights

Curb.....	9437 lbs.	Front curb weight..	5777 lbs.
Rear curb weight.....	3661 lbs.	Front axle capacity.....	12000 lbs.
Rear axle capacity.....	21000 lbs.	Front spring rating.....	12000 lbs.
Rear spring rating.....	21000 lbs.	Front tire/wheel capacity.....	12350 lbs.
Rear tire/wheel capacity.....	23360 lbs.	Front GAWR.....	12000 lbs.
Rear GAWR.....	21000 lbs.	GVWR.....	25999 lbs.
GCWR.....	35000 lbs.		

Trailer Type

Harness.....	Yes
--------------	-----

Fuel Tank type

Capacity.....	60 gal.
---------------	---------

Front Frame

Height loaded.....	35 "	Height unloaded.....	37 "
--------------------	------	----------------------	------

Rear Frame

Height loaded.....	36 "	Height unloaded.....	38 "
--------------------	------	----------------------	------

Selected Options that limit GVWR

Special Rating GVWR - Limited to 25,999 lb. GVWR.....	18D
--	-----

Powertrain

Engine Type

Block material.....	Iron	Cylinders.....	V-10
Head material.....	Aluminum	Ignition.....	Electronic
Injection.....	Sequential MPI	Liters.....	6.8L
Orientation.....	Longitudinal	Recommended fuel.....	Regular unleaded
Valves per cylinder.....	3	Valvetrain.....	SOHC

Engine Spec

Bore.....	3.55"	Compression ratio.....	9.2:1
Displacement.....	415 cu.in.	Stroke.....	4.16"

Engine Power

Output.....	320 HP @ 3,900 RPM	Torque.....	460 ft.-lb @ 3,000 RPM
-------------	--------------------	-------------	------------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
 By: Rick Martin Date: 05/01/2017



Hondru Ford
 300 South Main Street, Manheim, Pennsylvania,
 175452213
 Office: 717-665-3551

2017 F-750 Gas, Regular Cab
 Regular Cab Base(F7A)
 Price Level: 750 Quote ID: National

Selected Equipment & Specs (cont'd)

Alternator

Amps..... 175

Battery

Cold cranking amps..... 900
 Step..... Yes
 Location..... Forward right

Transmission

Electronic control..... Yes
 Overdrive..... Yes
 Type..... Automatic
 Lock-up..... Yes
 Speed..... 6

Transmission Gear Ratios

1st.....	3.974	2nd.....	2.318
3rd.....	1.516	4th.....	1.149
5th.....	0.858	6th.....	0.674
Reverse Gear ratios.....	3.128		

Transmission Torque Converter

Stall ratio..... 2.00

Transmission Extras

Driver selectable mode..... Yes
 PTO provision..... Yes
 Oil cooler..... Regular duty

Drive Type

Type..... Rear-wheel

Drive Axle

Ratio..... 6.5

Exhaust

Material..... Non stainless steel
 System type..... Single

Emissions

CARB..... Federal

Driveability

Brakes

ABS..... 4-wheel
 Type..... Hydraulic disc
 ABS channels..... 4
 Vented discs..... Front and rear

Suspension Control

Ride..... Regular

Front Suspension

Independence..... Non-independent
 Anti-roll bar..... Regular
 Type..... Leaf

Front Spring

Type..... Tapered leaf
 Grade..... Regular

Front Shocks

Type..... Regular

Rear Suspension

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
 By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-685-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Selected Equipment & Specs (cont'd)

Independence..	Rigid axle	Type	Leaf
Rear Spring			
Type	Multi-leaf	Grade	Regular
Auxiliary	Rubber		
Rear Shocks			
Type	Regular		
Steering			
Activation	Hydraulic power-assist	Type	Re-circulating ball
Steering Specs			
# of wheels	2		
Exterior			
Front Wheels			
Diameter	22.5"	Width	7.50"
Rear Wheels			
Diameter	22.5"	Width	7.50"
Dual	Yes		
Front Tires			
Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Width	11.0"	LT load rating	G
RPM	496		
Rear Tires			
Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Width	11.0"	LT load rating	G
RPM	496		
Wheels			
Front track	81.8"	Rear track	72.6"
Turning radius (to curb)	28'	Turning radius (to bumper)	30'
Wheelbase	212.0"		
Body Features			
Front splash guards	Yes	Body material	Composite/galvanized steel
Side steps	Yes		
Body Doors			
Door count	2		
Exterior Dimensions			
Length	332.0"	Body width	96.7"
Body height	92.9"	Cab to axle	138.0"
Axle to end of frame	81.0"	Frame section modulus	15.1cu.in.
Frame yield strength (psi)	80000.0	Frame rail depth	10.3"
Frame rail width	3.1"	Frame rail thickness	0.4"
Max RBM (in.-lbs.)	1275200.0	Frame rail section	9.5"
Front bumper to Front axle	39.0"	Nominal RBM (in.-lbs.)	1211200.0

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
 300 South Main Street, Manheim, Pennsylvania,
 175452213
 Office: 717-665-3551

2017 F-750 Gas, Regular Cab
 Regular Cab Base(F7A)
 Price Level: 750 Quote ID: National

Selected Equipment & Specs (cont'd)

Seating

Passenger Capacity

Capacity 2

Driver Seat

Type	Bucket	Back	Folding
Back type	Low	Way direction control	4
Fore/aft	Manual		

Passenger Seat

Type	Bucket	Back	Fixed
Back type	Low	Way direction control	2
Fore/aft	Manual		

Front Seat Trim

Material	Vinyl	Back material	Carpet
----------------	-------	---------------------	--------

Convenience

AC And Heat Type

Air conditioning Manual

Audio System

CD	Single	CD location	In-dash
MP3 decoder	MP3 decoder	Auxiliary audio input	Yes
Radio	AM/FM stereo	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
External memory control	External memory control		

Audio Speakers

Speaker type	Regular	Speakers	4
--------------------	---------	----------------	---

Audio Controls

Steering wheel controls	Yes	Voice activation	Yes
Wireless streaming	Yes		

Audio Antenna

Type Fixed

Cruise Control

Cruise control With steering wheel controls

Convenience Features

12V DC power outlet	2	Wireless phone connectivity	Yes
Horn	Dual electric		

Door Lock Activation

Type	Power	Remote	Keyfob (all doors)
------------	-------	--------------	--------------------

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Voltmeter	Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
 By: Rick Martin Date: 05/01/2017



Hondru Ford
 300 South Main Street, Manheim, Pennsylvania,
 175452213
 Office: 717-665-3551

2017 F-750 Gas, Regular Cab
 Regular Cab Base(F7A)
 Price Level: 750 Quote ID: National

Selected Equipment & Specs (cont'd)

Transmission fluid temp	Yes		
Instrumentation Warnings			
Battery	Yes	Lights on	Yes
Key	Yes	Service interval	Yes
Brake fluid	Yes	Transmission fluid temp	Yes
Instrumentation Displays			
Clock	In-radio display		
Instrumentation Feature			
Trip computer	Yes	Trip odometer	Yes
Shift indicator	RNDM		
Steering Wheel Type			
Material	Urethane	Tilting	Manual
Front Side Windows			
Window 1st row activation	Power		
Window Features			
Tinted	Light		
Front Windshield			
Wiper	Variable intermittent		
Rear Windshield			
Window	Fixed		
Automatic Gearshift			
Location	Steering column lever		
Interior			
Passenger Visor			
Mirror	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Gear shift knob	Urethane	Interior accents	Chrome
Lighting			
Dome light type	Delay	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
Floor Console Storage			
Type	Partial		
Overhead Console Storage			
Storage	Yes	Type	Mini
Storage			
Front Beverage holder(s)	Yes	Glove box	Yes
Instrument panel	Bin	Dashboard	Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
 By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Selected Equipment & Specs (cont'd)

Legroom	
Front.....	41.4"
Headroom	
Front.....	40.7"
Hip Room	
Front.....	67.6"
Shoulder Room	
Front.....	68.0"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	Unlimited miles	Months	24 months
----------------	-----------------	--------------	-----------

Powertrain

Distance	100000 miles	Months	60 months
----------------	--------------	--------------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	36 months
----------------	-----------------	--------------	-----------

Roadside Assistance

Distance	Unlimited miles	Months	24 months
----------------	-----------------	--------------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Selected Options

Code	Description	MSRP
Base Vehicle		
F7A	Base Vehicle Price (F7A)	\$58,530.00
Engines		
99Y	6.8L 3V SEFi V10 Gasoline - 320 HP @ 3900 RPM, 460 lb-ft Torque @ 3000 RPM Torque: 460 ft.lbs. @ 3000 rpm.	STD
425	50-State Emissions	N/C
Transmissions		
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, less Park Pawl	STD
41B	Transmission Power Take-Off Provision	\$295.00
Front Wheels & Tires		
647	Wheels, Front 22.5x7.5 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 7.50 DC rims; with steel hubs.</i>	STD
TCG	Tires, Front Two 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Rear Wheels & Tires		
667	Wheels, Rear 22.5x7.5 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 7.50 DC rims; with steel hubs.</i>	STD
RCG	Tires, Rear Four 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Brakes		
67J	Hydraulic Brake System - Bosch HydroMax <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver.</i>	Included
154	Trailer Connection Socket - 7-Way, Wired for Turn Signals, Separate of Stop <i>Mounted at rear of frame, for separate trailer stop, tail, turn, marker light circuits. Includes electric trailer brake accommodation package with cab connections for mounting customer installed electric brake unit.</i>	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Selected Options (cont'd)

Code	Description	MSRP
Front Axle and Suspension		
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	\$525.00
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap <i>2-leaf, 62" x 3.15".</i>	\$305.00
15S	Front Stabilizer Bar	\$490.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
Rear Axle and Suspension		
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S	STD
<i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>		
68P	Multi-Leaf Springs - 21,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	STD
961	Shock Absorbers, Rear - Double Acting	\$165.00
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X6D	6.50 Axle Ratio	N/C
Wheelbase		
212WB	212" Wheelbase/138" CA/81" AF/332" OAL	\$515.00
Frame		
535	Single Channel - Straight 'C' 15.14 SM, 80,000 PSI <i>1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm).</i>	STD
765	Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	Included
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
86C	Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	Included
Exhaust		
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Selected Options (cont'd)

Code	Description	MSRP
	<i>Downward facing, outlet tip.</i>	
Fuel Tanks		
65D	Fuel Tank - LH 60 Gallon - Steel	\$250.00
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
Electrical / Alternator / Battery		
17A	175 Amp Mitsubishi Alternator <i>Extra heavy duty 12 Volt.</i>	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
63A	Battery - One 900 CCA, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
59E	Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
962	Daytime Running Lamps	\$45.00
16V	Voltmeter <i>Available in message center.</i>	\$100.00
Seats		
88A	30/0/30 Fixed Driver & Fixed Passenger w/Console - Vinyl	STD
Cab interior		
600A	Preferred Equipment Package 600A <i>Includes: - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Hydraulic Brake System - Bosch HydroMax Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver. - 175 Amp Mitsubishi Alternator Extra heavy duty 12 Volt. - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt - Steering Wheel - Black PVC w/Integral Cruise Control Switches</i>	N/C
90A	Appearance Group	\$735.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Selected Options (cont'd)

Code	Description	MSRP
	<i>Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights.</i>	
	<i>Includes:</i>	
	<i>- Chrome Trimmed Air Registers w/Positive Shut-Off</i>	
	<i>- Power Equipment Group - (Included in (90A) Appearance Group)</i>	
	<i>Includes power front side windows, power door locks and door trim panel.</i>	
90P	Power Equipment Group - (Included in (90A) Appearance Group)	Included
	<i>Includes power front side windows, power door locks and door trim panel.</i>	
59F	Four Body Builder Switches - Mounted in Center Instrument Panel	\$125.00
	<i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i>	
21D	SYNC Media System	\$395.00
	<i>Includes dash mounted USB 2.0 port and redundant steering wheel SYNC controls.</i>	
586	Radio, Electronic Premium AM/FM Stereo, Disc	\$280.00
	<i>With 4 speakers, dash-mounted aux audio input jack and clock and redundant steering wheel audio controls.</i>	
85A	Anti Theft System	\$120.00
85K	Remote Keyless Entry w/2 Key Fobs	\$170.00
Cab Exterior		
90E	Exterior Appearance Group	\$730.00
	<i>Includes:</i>	
	<i>- Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)</i>	
	<i>- Chromed Fender Badge</i>	
	<i>- Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)</i>	
54R	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width	\$275.00
	<i>Integral spot mirror, sail type, solid black finish.</i>	
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
79V	COV Required	N/C
	Send a paper Certificate of Origin for a Vehicle (COV) for those states that file electronically - CA or MI.	
Interior Colors		
E_01	Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C
SUBTOTAL		\$64,645.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-865-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Selected Options (cont'd)

Code	Description	MSRP
	Destination Charge	\$1,495.00
TOTAL		\$66,140.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$58,530.00
Options & Colors	\$6,115.00
Upfitting	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$66,140.00
<i>Pre-Tax Adjustments</i>	
Description	
CA GPC	-\$6,500.00
Total	\$59,640.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Manheim, Pennsylvania, 175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Major Equipment

(Based on selected options, shown at right)

6.8L V-10 SOHC w/SMPI 320hp

TorqShift-G 6 speed automatic w/OD

- * 4-wheel ABS, hydraulic disc brakes
- * Air conditioning
- * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Tachometer
- * Folding low back driver bucket seat, low back passenger bucket seat
- * 900 amp single battery
- * Side steps
- * 60.0 gal. left front fuel tank
- * Front axle capacity: 12000 lbs.
- * Front spring rating: 12000 lbs.
- * Frame section modulus: 15.1 cu.in.
- * Cab to axle: 138"
- * Transmission PTO Provision
- * Dual electric horn

Exterior:Oxford White

Interior:Gray

- * 279/82R22.5 G BSW AS tires
- * Tinted glass
- * Wireless streaming
- * Dual power remote heated mirrors
- * 22.5 x 7.5 white steel disc wheels
- * Message Center
- * Vinyl seats
- * 175 amp alternator
- * Audio control on steering wheel
- * Multi-leaf rear springs
- * Rear axle capacity: 21000 lbs.
- * Rear spring rating: 21000 lbs.
- * Frame Yield Strength 80000 psi
- * Axle to end of frame: 81"
- * Right mounted horizontal muffler, Right mounted horizontal tailpipe

Fuel Economy

City
N/A



Hwy
N/A

Selected Options

MSRP

STANDARD VEHICLE PRICE	\$58,530.00
Preferred Equipment Package 600A	N/C
6.8L 3V SEFI V10 Gasoline - 320 HP @ 3900 RPM, 460 lb-ft Torque @ 3000 RPM	STD
50-State Emissions	N/C
Wheels, Front 22.5x7.5 White Powder Coated Steel, 10-Hole	STD
Tires, Front Two 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Wheels, Rear 22.5x7.5 White Powder Coated Steel, 10-Hole	STD
Tires, Rear Four 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Hydraulic Brake System - Bosch HydroMax	Included
21,000 lb. Single Reduction - Open - Dana / Spicer 21060S	STD
Multi-Leaf Springs - 21,000 lb. Cap.	STD
Single Channel - Straight 'C' 15.14 SM, 80,000 PSI	STD
Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter	STD
12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
175 Amp Mitsubishi Alternator	Included
Battery - One 900 CCA, Includes Steel Battery Box	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Mar:heim, Pennsylvania, 175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

30/0/30 Fixed Driver & Fixed Passenger w/Consolette - Vinyl	STD
Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals	Included
Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals	Included
Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights	Included
Tow Hooks, Front (2) - Frame-Mounted, Painted Black	Included
Floor Covering - Black Vinyl	Included
Intelligent Oil Life Monitor	Included
Steering Column - Tilt	Included
Steering Wheel - Black PVC w/Integral Cruise Control Switches	Included
12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	\$525.00
212" Wheelbase/138" CA/81" AF/332" OAL	\$515.00
Fuel Tank - LH 60 Gallon - Steel	\$250.00
SYNC Media System	\$395.00
Radio, Electronic Premium AM/FM Stereo, Disc	\$280.00
Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width	\$275.00
Transmission Power Take-Off Provision	\$295.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Mariheim, Pennsylvania, 175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, less Park Pawl	STD
Trailer Connection Socket - 7-Way, Wired for Turn Signals, Separate of Stop	\$100.00
Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined)	\$135.00
6.50 Axle Ratio	N/C
Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
Taper-Leaf Springs, Parabolic - 12,000 lb. Cap	\$305.00
Front Stabilizer Bar	\$490.00
Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
Shock Absorbers, Rear - Double Acting	\$165.00
Jump Start Stud - Remote Mounted	\$90.00
Voltmeter	\$100.00
Daytime Running Lamps	\$45.00
Appearance Group	\$735.00
Chrome Trimmed Air Registers w/Positive Shut-Off	Included
Power Equipment Group - (Included in (90A) Appearance Group)	Included
Four Body Builder Switches - Mounted in Center Instrument Panel	\$125.00
Remote Keyless Entry w/2 Key Fobs	\$170.00
Anti Theft System	\$120.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017



Hondru Ford
300 South Main Street, Mar:heim, Pennsylvania, 175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

COV Required	N/C
Exterior Appearance Group	\$730.00
Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	Included
Chromed Fender Badge	Included
Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	Included
Oxford White	N/C
Gray	N/C
<hr/>	
SUBTOTAL	\$64,645.00
Destination Charge	\$1,495.00
<hr/>	
TOTAL	\$66,140.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017

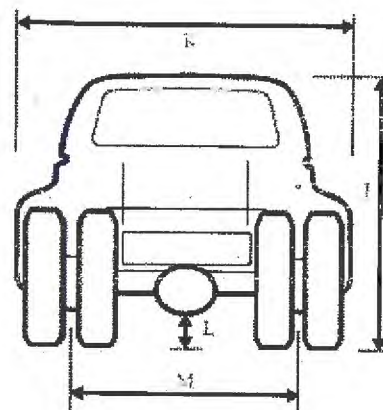
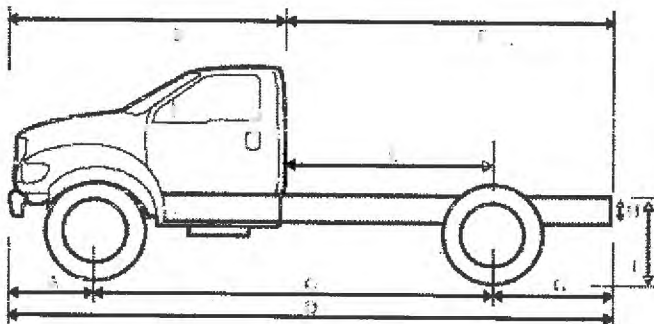


Hondru Ford
 300 South Main Street, Manheim, Pennsylvania,
 175452213
 Office: 717-665-3551

2017 F-750 Gas, Regular Cab
 Regular Cab Base(F7A)
 Price Level: 750 Quote ID: National

Performance

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	212.00 in.
D	Overall Length (OAL)	332.00 in.
E	Back of Cab to Rear Axle (CA)	138.00 in.
F	Back of Cab to End of Frame	219.00 in.
G	Rear Axle to End of Frame (AF)	81.00 in.
H	Frame Section Height	10.30 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	92.90 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	81.80 in.
M	Rear Tread	72.60 in.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

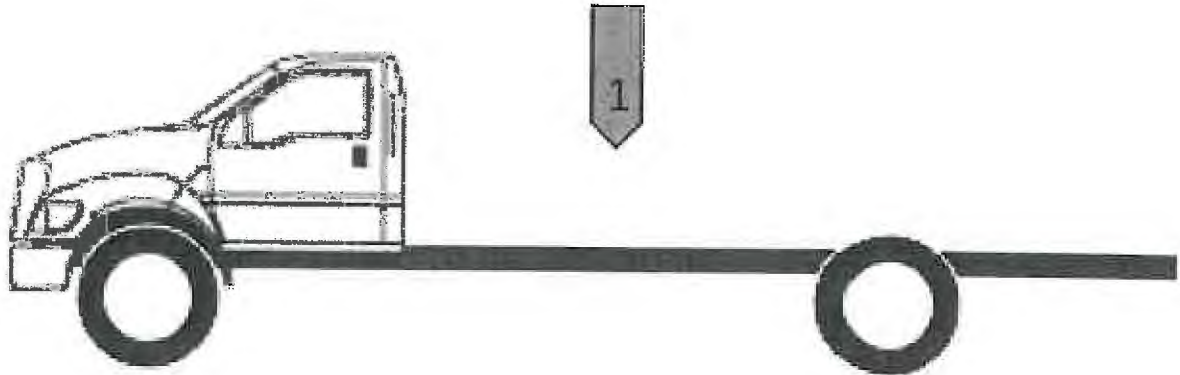
Prepared for: Chuy Vallejo, City of National City
 By: Rick Martin Date: 05/01/2017



Hondru Ford
 300 South Main Street, Manheim, Pennsylvania,
 175452213
 Office: 717-665-3551

2017 F-750 Gas, Regular Cab
 Regular Cab Base(F7A)
 Price Level: 750 Quote ID: National

Performance (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis.....	5,777 lbs	3,661 lbs	9,438 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
Fuel	40 lbs	20 lbs	60 lbs
1 Max Payload - (Max Payload) ..	5,983 lbs	10,218 lbs	16,201 lbs
TOTAL	12,000 lbs	13,999 lbs	25,999 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR.....	12,000 lbs	21,000 lbs	25,999 lbs
Wheels/Tires.....	12,350 lbs	23,360 lbs	
Suspension.....	12,000 lbs	21,000 lbs	
Axle.....	12,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Selected Options that limit GVWR

18D Special Rating GVWR - Limited to 25,999 lb. GVWR	25,999 lbs
--	------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
 By: Rick Martin Date: 05/01/2017



Hondru Ford
 300 South Main Street, Manheim, Pennsylvania,
 175452213
 Office: 717-665-3551

2017 F-750 Gas, Regular Cab
 Regular Cab Base(F7A)
 Price Level: 750 Quote ID: National

Performance (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped without Park Pawl. Shift Indicator will display **RNDM**.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	21.19 %
Start grade capability in reverse	3.13	15.00 %	16.68 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	6.13 %
Maximum grade in 5th gear	0.86	3.00 %	4.57 %
Maximum grade in 6th gear	0.67	3.00 %	3.59 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	83 mph
<i>To meet your requirement you need a maximum axle ratio of 11.20</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 165 hp</i>			
Cruise Speed		60 mph	72 mph
Engine RPM at desired cruise speed			2,173 rpm

Variables in Use

Rear axle ratio:	6.50/6.50	Peak Torque RPM:	3,000 rpm
Tire size:	11R22.5 (496 rev/mile)	Frontal Area:	56.34 Sq.Ft.
Gross Vehicle Weight (GVW):	25,999 lbs	Cruising RPM	2,600 rpm
Clutch engagement torque:	230 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	2.00	Final Drive Ratio:	0.67
Peak engine torque:	460 ft.lbs.	Drag Coefficient	0.80
Engine Power:	320 hp @ 3,900 rpm		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
 By: Rick Martin Date: 05/01/2017

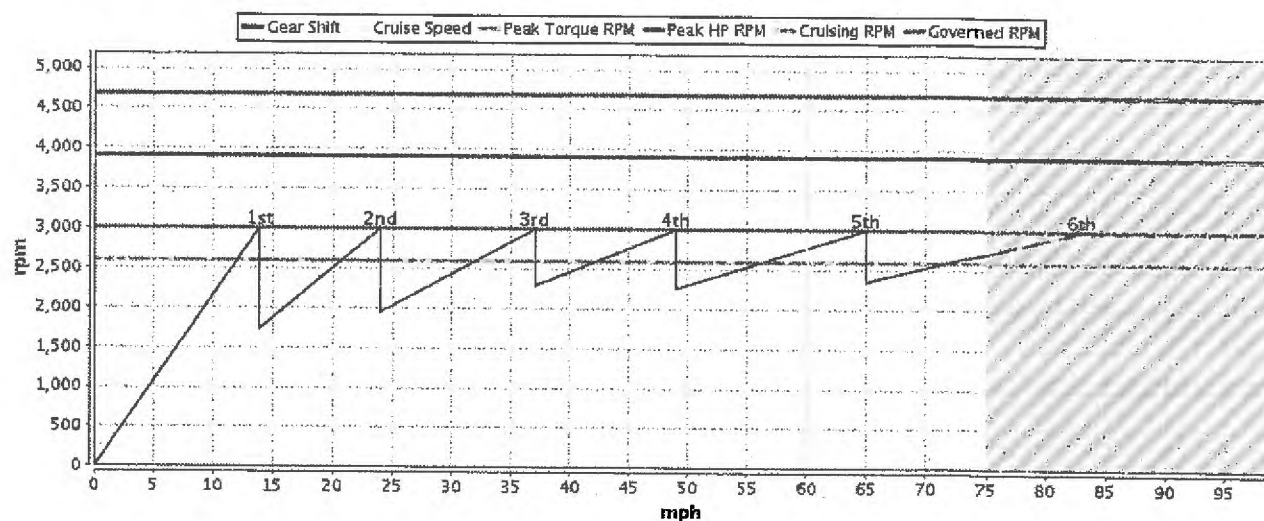


Hondru Ford
300 South Main Street, Manheim, Pennsylvania,
175452213
Office: 717-665-3551

2017 F-750 Gas, Regular Cab
Regular Cab Base(F7A)
Price Level: 750 Quote ID: National

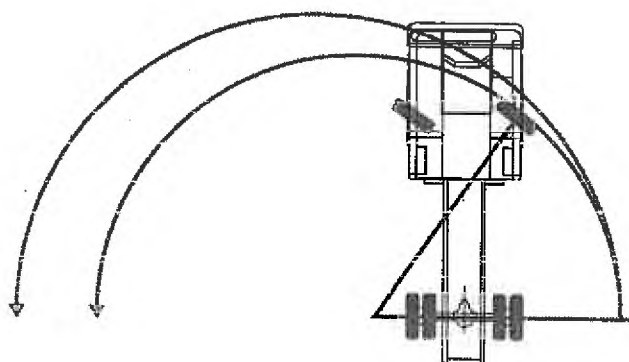
Performance (cont'd)

Shift Chart



Turning Radius

Turning radius to curb: 28.12 ft
Turning radius to bumper: 29.69 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Chuy Vallejo, City of National City
By: Rick Martin Date: 05/01/2017

Home > Cooperative Purchasing > Contracts - Fleet > Roadway Maintenance, Asphalt, Snow & Ice > HD Industries, Inc.



HD Industries, Inc.



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Harold Dillingham

Direct Phone: 800-256-6126

Info@pro-patch.com

www.pro-patch.com

Contract#: 113012-HDI

Category: Roadway Maintenance, Asphalt, Snow & Ice

Description: Pot-Hole Repair

Maturity Date: 02/20/2018

H.D. Industries, Inc is a leading manufacturer of Asphalt Pothole Patchers with 34 years of experience. The Pro-Patch Pothole Patcher by H.D. Industries, Inc is a patented asphalt patching machine capable of making effective and permanent repairs under all weather conditions. We have a 45,000 sq. foot facility that ensures our patented designs are integrated with state of the art engineering and top quality workmanship from experienced craftsman. Call us today or visit www.Pro-Patch.com for a demo of our product and more information about our products.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the City of Modesto Bi

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: | October 3, 2017

AGENDA ITEM NO. |

ITEM TITLE:

|Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the City of Modesto Bid and Specifications No. 1617-12 to award the purchase of one (1) RAVO 5 iSeries Sweeper to Municipal Maintenance Equipment, in an amount not to exceed \$253,574.18 |

PREPARED BY: | Ray Roberson, Management Analyst II|

DEPARTMENT: Engineering/Public Works

PHONE: |(619) 336-4583|

APPROVED BY:



EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: MIS

|644-416-221-511-0000 (Equipment Replacement Reserve): \$253,574.18
Funds are appropriated and available in the above account. |

ENVIRONMENTAL REVIEW:

|N/A|

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of one (1) RAVO 5 iSeries Sweeper for the National City Engineering and Public Works Department.

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

1. Explanation
2. Quote
3. City of Modesto Resolution, Bid and Specifications No. 1617-12
4. Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Trash Rate Stabilization Fund for the purchase of one (1) street sweeper for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the City of Modesto Bid and Specifications No. 1617-12 to award the purchase of one (1) RAVO 5 iSeries Sweeper to Municipal Maintenance Equipment, in an amount not to exceed \$253,574.18.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the City of Modesto Bid and Specifications No. 1617-12 was competitively bid through a Request for Bid (RFB) process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the City of Modesto Bid and Specifications No. 1617-12 to award the purchase of one (1) RAVO 5 iSeries Sweeper to Municipal Maintenance Equipment, in an amount not to exceed \$253,574.18, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the Trash Rate Stabilization Fund.



2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
 1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744
 4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
 1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003
 www.source-mme.com • California State Contractor's License #980409 • DIR 1000004282

August 30, 2017

City of National City
 Public Works
 1726 Wilson Avenue
 National City, CA 91950

TEL 619-336-4589
 FAX 619-336-4594
 tgaut@nationalcityca.gov

Attention: Tony Gaut, Equipment Maintenance Supervisor

We are pleased to provide the following cooperative purchase proposal and information for the City of Modesto's recent purchase of a RAVO 5 iSeries Sweeper for your review.

Municipal Maintenance Equipment, Inc. is happy to offer additional unit(s) as provided to the City of Modesto. We can honor the purchase price of \$229,275.00 for each RAVO 5 iSeries per City of Modesto's Bid No. 1617-12 opened 10-25-16 and Purchase Order No. 112254 dated 1-30-17.

To meet the requirements for the City of National City, we are able to make the following addition to the City of Modesto's specifications for your consideration:

Addition:	Container Dump (High Dump)	\$ 3,887.00
Summary:	1 each RAVO 5 iSeries per City of Modesto's bid specs	\$229,275.00
	Including above Container Dump Addition	+ 3,887.00
	Sub-Total	\$233,162.00
	8.75% Estimated Sales Tax	20,401.68
	CA Tire Fee	10.50
	Total F.O.B. National City, CA	\$253,574.18

- Quotation includes delivery and on-site training
- Normal delivery 150-180 days A.R.O.
- Sales tax applicable at time of delivery will be shown on invoice
- Terms Net 30
- Quotation valid for 30 days

Thank you for your continued interest in this fine product. We appreciate the opportunity to offer the RAVO Compact Sweeper for your review and look forward to being of further service should you require it.

Respectfully submitted,
 Municipal Maintenance Equipment, Inc.

James Wheeler
 James Wheeler,
 General Manager

Enclosures

FACTORY WARRANTY TERMS



RAVO
FAYAT GROUP

SWEEPING AROUND THE WORLD WITH PASSION



TABLE OF CONTENTS



RAVO
FAYAT GROUP

SWEEPING AROUND THE WORLD WITH PASSION

1. Introduction	3
2. Definitions	3
3. Scope of the warranty	4
4. Obligations of the beneficiary	5
5. Period of warranty	5
6. Exclusions	6

1. Introduction

The Fayat Group, of which RAVO is part, develops, produces and sells high-quality products throughout the world. We strive to provide optimal service and competitive prices for our clients. This is supported by the factory warranty provided with each new machine with which we express our confidence in the quality of our products. These conditions describe the scope of the procedures related to the factory warranty. All sales and service employees of RAVO are expected to be aware of the policy and procedures established in these warranty conditions. We call your attention to the fact that the procedures are not the same for all companies within the Fayat group.

The warranty conditions are part of the RAVO dealer and/or service dealer contract, and offers prepared by RAVO and are exclusively intended for use by RAVO (service) dealers. End users are not entitled to make claims against RAVO on the basis of these conditions; all requests must be directed to a recognized service point of the RAVO dealer network.

In addition to the RAVO warranty conditions, the FME conditions apply to all offers made by RAVO and agreements made with RAVO, with the exception of art. XI ("Warranty") of the FME conditions. These RAVO warranty conditions take the place of the warranty provision in the FME conditions.

Important: Warranty claims are only valid when the conditions established in article 4 of these warranty conditions have been satisfied.

2. Definitions

- RAVO:

the private limited company RAVO BV established according to the laws of the Netherlands, established in Alkmaar, The Netherlands, registered with the Chamber of Commerce in Alkmaar under no. 37045872.

- Manufacturing defect:

a deficiency that was not detectable at the time of inspection or delivery that the dealer proves to have been entirely or primarily a direct result of incorrect construction by RAVO, poor workmanship and/or the use of poor-quality materials.

- End user:

a person that purchases RAVO products for his/her own use.

- Dealer:

(re)seller of RAVO end products and/or provider of maintenance service.

- Form SF330.07:

Form concerning delivery, installation and warranty registration that must be filled in by the dealer and end user at the time of sale.

3. Scope of the warranty

3.1

RAVO guarantees the machines and parts that it produces and sells against defects that occur during the period established in article 5 that are entirely or primarily the result of a manufacturing defect. The obligations of RAVO resulting from (defects in) (portions of) machines and parts it sells are limited by the conditions of this warranty.

3.2

Machines

The warranty on machines establishes the right to compensation of the cost of replaced parts and the directly related labour costs, to the extent these costs were necessary to restore a factory defect.

Parts

The warranty on parts exclusively provides the right to compensation of the cost of the replaced part, to the extent these costs were required to restore a factory defect of the replaced part. There is no right to compensation for the related labour costs.

3.3

The warranty provides no right to compensation for costs not explicitly mentioned in article 3.2, such as costs for replacement machines, regular maintenance, transport (incl. government taxes), lubrication and cleaning agents, towing, administration, fuel and additional costs. Furthermore, the warranty provides no right to compensation for the cost of temporary or repeat repairs. Costs included under "temporary repairs" include all costs for work that will not result in the permanent repair of a defect.

3.4

If the dealer does not satisfy all of the obligations of the dealer agreement, the sales agreement or any related agreement with RAVO or does not do so adequately or within the established time frame, RAVO is exempted from all warranties related to these agreements.

3.5

RAVO extends warranties exclusively to RAVO dealers that have purchased RAVO machines and/or parts directly from RAVO. The warranty cannot be transferred to, nor in any other way benefit, a third party.

3.6

Warranty is provided exclusively for machines and parts produced by RAVO. No warranty is given on machines and/or parts sold but not manufactured by RAVO unless RAVO has rights to compensation established by a warranty from the manufacturer. The term and coverage of this warranty is established by the manufacturer's warranty conditions.

3.7

At the request of the dealer, RAVO can mediate warranty claims for machines and/or parts that are provided directly from the manufacturer to the end user, however only after the dealer has first contacted the manufacturer and under the condition that RAVO is under no obligation to provide a warranty for the concerned machine and/or part.

4. Obligations of the beneficiary

4.1

Machines must be registered by the end user within 14 days following the date of delivery by sending the completed and signed form SF330.07.

4.2

RAVO must be informed in writing, not later than 4 weeks following commencement of the work under warranty, of the nature and scope of the deficiency and the (budgeted) repair costs. Failure to comply with this requirement results in annulment of the warranty coverage for this incident. Under penalty of nullity, legal claims related to warranty procedures must be initiated within 1 year of the timely notification of the deficiency.

4.3

The dealer is required to use original RAVO parts and accessories, obtained from RAVO, for warranty repairs. The cost of parts obtained from third parties and/or repairs carried out by third parties will not be reimbursed, except with advance, written approval from RAVO.

5. Period of warranty

5.1

A right to coverage under warranty only exists when the beneficiary proves that the deficiency occurred within the period mentioned hereafter.

5.2

The start date of the warranty period is the date of delivery to the end user or at most 30 days from the date of departure from the RAVO manufacturing facility in Alkmaar, whichever is reached first.

5.3

Deferral of the warranty start date, to a total of maximum 6 months, can be established if the machine is delivered prior to the in-service date. This must be supported through submission of a request for "*delayed warranty start date*," including the date of delivery and the planned in-service date as well as a signed copy of form SF330.07. RAVO can deny the request.

If the machine is used before the delayed warranty start date, the start date indicated in 5.2 applies.

5.4

The period of warranty:

Compact sweepers:

- 2 years or 2000 engine hours. The first value that is reached shall apply with binding effect.
- 5 years on chassis and container module

Tanker modules (guiley emptier, vacuum trucks and combinations):

- 1 year or 1000 hours of vacuum pump operation. The first value that is reached shall apply with binding effect.
- 5 years for the tank

Parts sold and produced by RAVO:

- 1 year.

Demo-machines

- 1 year or 1000 engine hours. The first value that is reached shall apply with binding effect.

6. Exclusions

6.1

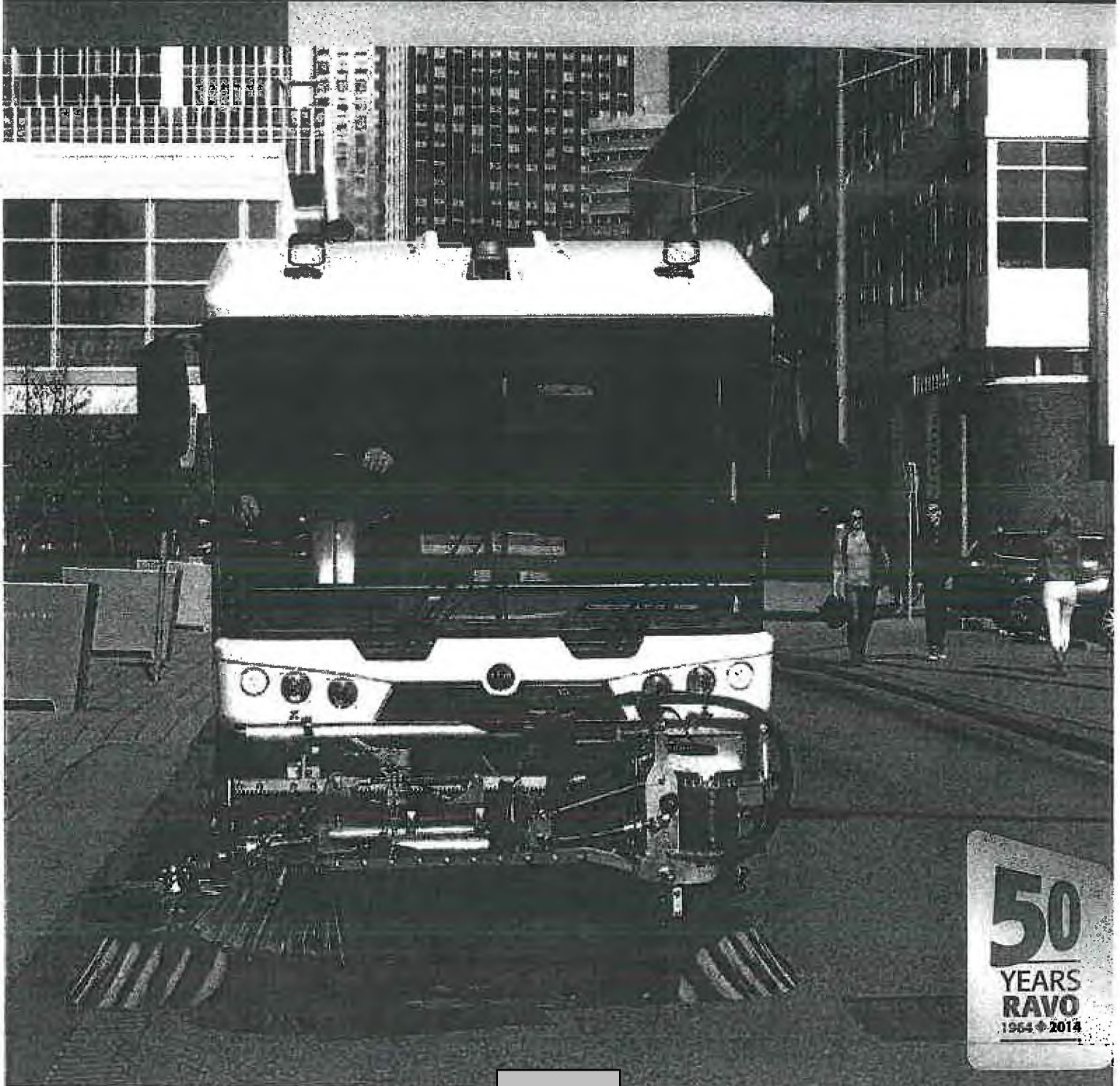
There is no right to warranty coverage if the dealer cannot prove that:

- the failure is the result of a factory defect
- the regular maintenance inspections, and possible associated repairs, indicated in the maintenance booklet have been performed adequately and according to schedule
- the machine and the part in question have been used in accordance with the intended use as defined in the RAVO use, maintenance and operating guidelines
- repairs have been performed in accordance with the service manual for the machine
- the defect is not the result of normal wear, such as wear of tires, wheels and components that are exposed to and/or related to the stream of contaminants, such as the suction nozzle and suction tube including connections, extensions, elbows and other components, brushes and fan, fan cone and housing with fan tunnel
- the machine and the part in question is adjusted (or has been) according to RAVO-established specifications
- the failure is not the result of replacement or use of any part in the machine that was not provided by RAVO or does not meet the specifications established by RAVO
- no change has been made to the machine that was not approved by RAVO



RAVO
FAYAT GROUP

RAVO 5 iSeries



50
YEARS
RAVO
1964 ♦ 2014

**MODESTO CITY COUNCIL
RESOLUTION NO. 2017-15**

RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE PURCHASE OF A NEW COMPACT BIKE LANE SWEEPER TO MUNICIPAL MAINTENANCE EQUIPMENT, SACRAMENTO, CA, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ISSUE A PURCHASE ORDER FOR AN ESTIMATED TOTAL COST OF \$246,768

WHEREAS, the purchase of a new compact bike lane sweeper for the Green Waste Division of the Public Works Department has been approved to support the cleaning of new bike lanes in various locations around the City, and

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Bids (RFB) for new vehicles and heavy equipment through various competitive processes, and

WHEREAS, on September 28, 2016, the Purchasing Division issued RFB 1617-12 for the purchase of a new compact bike lane sweeper on the City's website under the commodity codes for automotive vehicles, trucks with specialized bodies and street sweepers. Prospective bidders were notified online of the bid opportunity. Eight companies chose to download the RFB document, and

WHEREAS, on October 25, 2016, bids were formally opened in the City Clerk's office. One company chose to respond. There are no local vendors capable of providing this type of equipment. Municipal Maintenance Equipment, Sacramento, CA, provided a responsive and responsible bid, and

WHEREAS, based on providing the overall lowest responsive and responsible bid, City staff recommends the award of bid for the purchase of a compact bike lane sweeper to Municipal Maintenance Equipment, Sacramento, CA, for a total estimated cost of \$246,768, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed \$50,000 for material, equipment or contractual services to be formally bid. The award of bid for the purchase of a compact bike lane sweeper to Municipal Maintenance Equipment, Sacramento, CA, conforms to the Modesto Municipal Code 8-3.203, and

WHEREAS, all street sweepers in the City are purchased by the Stormwater Compliance Fund and operated by the Green Waste Division, and

WHEREAS, sufficient funds for a new compact bike lane sweeper are budgeted in Fiscal Year 2016-2017 in account 4480-44111-57003.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the award of bid for the purchase of a new compact bike lane sweeper to Municipal Maintenance Equipment, Sacramento, CA,

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to issue a purchase order for an estimated total cost of \$246,768.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 10th day of January, 2017, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Councilmember Zoslocki, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Ah You, Grewal, Kenoyer, Madrigal, Ridenour, Zoslocki, Mayor Brandvold

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ATTEST: 
STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 
ADAM U. LINDGREN, City Attorney



PURCHASE ORDER

City of Modesto
Purchasing Division
 1010 Tenth St., Suite 5300
 Modesto, CA, 95354
 Tel: (209) 577-5405 Fax: (209) 544-8821

Purchase Order No: 112254

Deliver By	: 30-JUN-2017
FOB	:
Terms	: Net 30
Buyer	: Cindy Medley
Requestor	: Kathleen Crandall
Issue Date	: 30-JAN-2017
Page	: 1 of 2
Revision:	

Vendor:

MUNICIPAL MAINTENANCE EQUIP
 2360 HARVARD STREET
 SACRAMENTO, CA, 95815

Ship To:

PW.Fleet Services Administration
 1609 8th Street
 Modesto, CA 95354

Invoice To:

City of Modesto Accounts Payable
 PO Box 642
 Modesto, CA 95353

Vendor Contact:			Email:	Fax:	
LINE	QTY	UOM	ITEM - DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Each	CURRENT YEAR, RAVO 5 iSERIES, SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED PER SPECIFICATION 1617-12	229,275.0000	229,275.00
2	1	LOT	TIRE RECYCLE FEE	10.5000	10.50
3	1	Each	VENDOR TO COMPLETE ALL DMV PAPERWORK. THE CITY REQUIRES AN EXEMPT PLATE FOR LOCAL GOVERNMENT.	0.0000	0.00

PURCHASE ORDER-TERMS & CONDITIONS

1. PAYMENTS: Payments shall be made upon submission of itemized invoices in duplicate at the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment for partial deliveries may be made whenever amounts due so warrant or when requested by the Vendor and approved by the Purchasing Manager.

2. INSPECTION: All materials and workmanship are subject to inspection and test by the City for compliance with specifications as included herein, within a reasonable time after delivery. In the event articles or services are defective or not in conformity with this order, the City shall have the rights to either reject the items or require correction. Defective articles or services shall be removed from City premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

3. RESPONSIBILITY: Unless otherwise specified, the Vendor shall be responsible for all items covered by this Purchase Order until delivered at the designated delivery point and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.

4. SHIPMENT: All items F.O.B. Destination unless otherwise specified. When authorized, freight to be prepaid. Do not ship collect. Original receipted freight bill must accompany invoice. Shipment must be made within the time stated on Purchase Order, failing which City reserves the right to purchase elsewhere and Charge Vendor with any loss incurred, unless delay in making shipment is due to unforeseeable causes beyond the control, and without the fault or negligence of the Vendor.

5. CHANGES: This Purchase Order may at any time, by written order, be changed in regard to the materials or service to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, and equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Manager, and written notice given therefore.

6. WARRANTY: Notwithstanding any other provisions of the order, Vendor warrants that the materials, supplies or other services furnished shall be of the most suitable grade and exactly as specified in this order. Such warranty shall include the following: performance, workmanship, labor, materials, seller's design or engineering contributions. If a defect is discovered in any item of materials, supplies or services covered in this order, Vendor shall correct at its expense, including transportation/freight, such defects as are reported within one year of final acceptance. Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud, or such gross mistakes as amount to fraud, latent defects or specific failure to comply with the terms of this order.

7. DISCOUNT: In connection with any discount offered, time will be computed from date of delivery to carrier when delivery and acceptance are at point of origin, or from date of delivery and acceptance if at destination or from date correct invoice is received by City if invoice date is later than date of delivery.

8. INSURANCE: All orders where work, maintenance, or service is performed on City property require appropriate insurance and indemnification. Services will be suspended without proper insurance certificates being on file with the City. Contact the City Purchasing Office to verify the type and amount of insurance required.

9. EXEMPTIONS: The City is exempt from payment of Federal Excise Tax. All invoices shall be exclusive of such excise tax. If purchase is not subject to Sales Tax, the statement for resale will appear in body of Purchase Order.

10. INFRINGEMENT: Vendor agrees to protect, indemnify and save harmless the City as buyer, its agents, officers, employees, and volunteers from any claim, loss or damage from infringement of trademarks patents, copyrights and unfair competition action with respect to this Purchase Order.

11. INDEMNITY: The Vendor shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Vendor, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement. Vendor's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Vendor to procure and maintain a policy of insurance. In the indemnity clause contained herein Vendor agrees to defend, indemnify and hold City harmless from the negligence of its employees, among other risks. With reference to the foregoing, the parties agree that all risk of loss, including but not limited to damages, property losses and defense of third party suits, arising out of or relating to the operation of City owned vehicles by Vendor's employees is apportioned to Vendor in accordance with the provisions contained in Indemnity.

12. GOVERNING LAW: This Purchase Order shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of California, U.S.A., without giving effect to its conflicts of laws, provisions or principles.

13. LIABILITY: The City shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees, or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of the Purchase Order. The Vendor shall assume full responsibility for the defense of any claim arising under the Purchase Order and the Vendor shall save, keep, and bear harmless the City, all officers and employees thereof, from all damages, costs, or expenses because of personal injury or property damage based on the performance of this Purchase Order or asserted against it.

14. DISPUTES: All disputes concerning questions of fact which may arise under this Purchase Order, and not disposed of by mutual consent, shall be decided by the Purchasing Manager.

15. OFFER AND ACCEPTANCE: Vendor represents its acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Vendor's assent to the terms and conditions set forth in City's purchase order documents, specifications, supporting data, and these articles. Vendor agrees that Vendor's Order Acknowledgment terms and conditions received prior to, during, or after order placement by City are hereby rejected. City purchase orders signed by the City's Purchasing Manager or his/her designated agent and issued to Vendor constitute written notification to Vendor of City's rejection of any and all of Vendor Order Acknowledgments, counter offers and changes to the City's terms and conditions.

16. CANCELLATION: The City reserves the right to cancel the order with the vendor upon failure to meet contractual expectations and/or obligations, as recommended by the Purchasing Manager or his/her designee. Either party may terminate the contract in its unilateral discretion for any or no reason by providing at least sixty(60) days written notice of its desire to terminate.

17. ASSIGNMENT: Neither this purchase order nor any portion thereof shall be subcontracted or assigned without the written consent of the City in each and every instance.

18. MISCELLANEOUS: Time is of the essence in each and every provision of this purchase order.



CITY OF MODESTO

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

FOR

SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED

BID OPENING: October 25, 2016 at 11:00 A.M.

**CITY OF MODESTO CONTACT:
E-MAIL ADDRESS:
PHONE:**

**Cindy Medley, Buyer
cmedley@modestogov.com
(209) 571-5164**

CITY OF MODESTO

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

TABLE OF CONTENTS

	Page
Notice to Bidders.....	3
City Contacts.....	4
Calendar of Events.....	4
Offer and Acceptance.....	4
 <u>FORMS</u>	
Bid Acknowledgement (Signature Form)	5
Pricing Schedule (Signature Form)	6
Exceptions, Clarifications, Amendments	7
References.....	8
Financial Interest Disclosure Form.....	9-11
Company History Statement.....	12
Support of Local Vendor Declaration Form.....	13
 <u>TECHNICAL SPECIFICATIONS AND REQUIREMENTS</u>	
Scope of Work	14
Technical Liaison.....	14
Delivery, Inspections and Acceptance.....	14
 <u>GENERAL TERMS AND CONDITIONS</u>	
Bid Submittal	15
Acceptance/Rejection of Irregular Bids.....	15
Complete Bid Document	15
Compliance / Non-Compliance	16
Pricing Format.....	16
Pricing Schedule.....	16
Award of Bid.....	16
Termination of Services	17
Payment.....	20

Attachment A – Equipment Specification PSER 88 –SWEEPER, COMPACT, BIKE LANE,
TRUCK MOUNTED

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Modesto, County of Stanislaus, State of California, will receive at the City Clerk's office, 1010 Tenth Street, Suite 6600, Modesto, CA 95354 sealed bids for the purchase and delivery of one current year sweeper, compact, bike lane, truck mounted for the Public Works Department, Fleet Services Division.

All equipment, materials, and supplies shall be furnished F.O.B. City of Modesto. Bids can be downloaded from the City's Purchasing website at <http://www.modestogov.com/257/Contracting-Bid-Opportunities>; such bids shall include all necessary specifications.

Each bid shall be sealed and filed with the City Clerk's office, 1010 Tenth Street, Suite 6600, Modesto, CA 95354 no later than **Tuesday, October 25, 2016 at 11:00 A.M.**, at which time bids will be opened, read and recorded. All bids shall be available for review following City Council award approval, at the Purchasing Division, 1010 Tenth Street, 5th Floor, Suite 5300, Modesto, CA 95354.

Bids will be received only at the address shown above, and prior to the time indicated. Any bid received at or after said time and/or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of the bidder, U.S. Postal Service, courier or package delivery service must be received and time stamped at the stated address prior to the time designated. The City Clerk's time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids. The City of Modesto assumes no responsibility for delay in the delivery of the bid.

On the outside of both the bid envelope and courier envelope, the bidder shall indicate the following:

NAME AND ADDRESS OF BIDDER
SPECIFICATION NUMBER 1617-12
SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED
BID OPENING DATE: OCTOBER 25, 2016 AT 11:00 A.M.

MAIL TO: CITY CLERK
CITY OF MODESTO
P.O. BOX 642
MODESTO, CA 95353

COURIER TO: CITY CLERK
CITY OF MODESTO
1010 10TH STREET, SUITE 6600
MODESTO, CA 95354

The City reserves the right to reject any or all bids or to waive any informalities or minor irregularities in a bid.

No bidder may withdraw his/her bid for a period of sixty (60) days after the date set for the opening thereof.

Bidder shall state the warranty covering items bid, in writing, with the City's bid sheet at the bid opening.

CITY CONTACTS

All questions regarding these specifications, terms, and conditions shall be submitted in writing via email to: cmmedley@modestogov.com

All contacts during the bid process shall be through the Purchasing Division. Attempts by the bidder to contact department representatives may result in disqualification of the bidder from the bid process.

CALENDAR OF EVENTS

Event	Date
Bid Issued	September 28, 2016
Written Questions Due	October 4, 2016
Addendum Issued	October 11, 2016
Response Due	<u>BEFORE</u> 11:00 A.M. on Tuesday, October 25, 2016
Bid Award Date	December 1, 2016

Note: Award date is approximate.

Note: Deliver or mail bids to the referenced address, only, as indicated in the Notice to Bidders.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The bidder agrees and acknowledges all RFB/Q specifications, terms, and conditions and indicates the ability to perform by submission of a bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

OFFER AND ACCEPTANCE:

Seller represents his/her acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in City purchase order documents, specifications, supporting data, and these articles. Seller agrees that Seller's Order Acknowledgement terms and conditions received prior to, during, or after order placement by City are hereby rejected. City purchase orders signed by the City's Purchasing Manager or his designated agent and issued to Seller constitutes written notification to Seller of City's rejection of any and all of Seller Order Acknowledgements, counter offers and change to the City's terms and conditions.

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

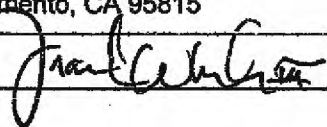
SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED

BID ACKNOWLEDGEMENT

The City is soliciting bids from qualified bidders to furnish its requirements per the specifications, terms and conditions contained in the above referenced Bid number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of Bids:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing the bid. (b) Quote price as specified in Bid. No alterations or changes or any kind shall be permitted to Bid Form. Responses that do not comply shall be subject to rejection in total.
2. **Failure to Submit Bid** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not pricing.
3. **Taxes and Freight Charges:** (a) Unless otherwise required and specified in the RFB, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the City is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping paper shows the consignee as one (1) of the Agencies; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the Agencies are exempt from certain Federal excise taxes. The Agencies will furnish an exemption certificate.
4. **Award:** (a) Unless otherwise specified by the bidder or the RFB gives notice of an all-or-none award, the City may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFB. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. **Patent Indemnity:** Bidders who do business with the City shall hold the City, its officers, agents and employees, harmless from liability of nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the City and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
7. **Rights and Remedies of Agencies for Default:** (a) In the event any item furnished by the bidder in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by the bidder with its bid, the City may reject the same, and it shall thereupon become the duty of the bidder to reclaim and remove the same forthwith, without expense to the City, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the bidder fail, neglect or refuse so to do the City shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the City. In the event that the bidder fails to make prompt delivery as specified for any item, the same conditions as to the rights of the City to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the bidder. (c) The rights and remedies of the Agencies provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFB, or from date correct invoices are received by the City at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.
9. **California Government Code Section 4552:** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. **No Guarantee or Warranty:** The City makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
11. **One "Inked" Signed Original Bid Document Required:** Failure to furnish one "inked" signed original bid document may result in disqualification.

THE undersigned acknowledges receipt of the referenced RFB and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the bidder indicated below, in accordance with the specifications, terms and conditions of this RFB and Bid Acknowledgement, for the pricing indicated on the Pricing Schedule.

Firm:	Municipal Maintenance Equipment, Inc.		
Address:	2360 Harvard Street		
City/State/Zip:	Sacramento, CA 95815		
Signature/Title/Date:		Vice President	10-14-16

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED

PRICING SCHEDULE

Item Description	Qty	Unit of Issue	Unit Cost	Extended Cost
Current Year Sweeper, Compact, Bike Lane, Truck Mounted	1	EA	\$ 229,275.00	\$ 229,275.00
Tire Recycle Fee (non-taxable)	1	LT	\$ 10.50	\$ 10.50
Sales Tax @ 7.625%	1	LT	\$ 17,482.22	\$ 17,482.22
TOTAL PRICE				\$ 246,767.72

Year, Make and Model	2016 Ravo 5 I Series
----------------------	----------------------

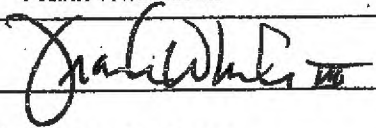
Delivery Lead Time	Number of Business Days After Receipt of Order: 90-150 Days /ARO
--------------------	--

Delivery to be included in price of vehicle. If optional Air Suspended Drivers Seat is desired please add \$1,400.00
 If optional Water Recycling System is desired please add \$3,801.60
 If optional 100 hour Service kit "c" is desired add \$536.98
 If optional 500 hour Service kit "b" is desired add \$304.61
Dealer License Number (DMV) 14533 Option prices do not include Sales Tax

The above stated pricing is subject to Net 30 percent (0 %) cash discount if invoice is paid 30 days after acceptance of equipment. Terms of less than ten (10) days will be considered as net.

Does bidder accept the City's Epay Payment Program? Please check one: Yes ☐ No ☒
 Information regarding the program is provided in Section 2.20 Payment

THE undersigned acknowledges receipt of the referenced RFB and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the bidder indicated below, in accordance with the specifications, terms and conditions of this RFB and Bid Acknowledgement, for the pricing indicated on the Pricing Schedule.

Company Name: Municipal Maintenance Equipment, Inc.		
By (Person Submitting Bid):	Frank Wheeler III	(Print)
By (Person Submitting Bid):		(Signature)
Title of Person Submitting Bid: Vice President		
Business Address, City, State, Zip 2360 Harvard Street Sacramento, CA 95815		
Email Address: fwheeler@source-mme.com		
Telephone No.: 916-922-1101	Fax No.: 916-922-1034	Date: 10-14-16

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED

REFERENCES

Respondents are to provide a list of three (3) current or former clients in the area provided below. References shall be provided as required in the bid specifications, terms and conditions. References shall have purchased a similar vehicle or equipment as outlined in these specifications, terms and conditions.

The City may contact some or all of the references provided in order to determine the bidder's performance record on providing similar vehicles or equipment described in this bid. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name:	City and County of San Francisco
Address:	2323 Cesar Chavez Street
City, State, Zip Code:	San Francisco, CA 94124
Contact Person:	John Leal
Telephone Number:	415-695-2133
Email Address:	john.leal@sfdpw.org
Type of Business:	Public Works
Date of Purchase:	11-06-2015

Company Name:	City of San Rafael
Address:	111 Morpew Street
City, State, Zip Code:	San Rafael, CA 94901
Contact Person:	Mark Wright
Telephone Number:	415-485-3172
Email Address:	mark.wright@cityofsanrafael.org
Type of Business:	Public Works
Date of Purchase:	8-03-2016

Company Name:	City of Corte Madera
Address:	81 Lucky Drive
City, State, Zip Code:	Corte Madera, CA 94925
Contact Person:	Jim Ravina
Telephone Number:	415-927-5057
Email Address:	jravina@tcmmail.org
Type of Business:	Public Works
Date of Purchase:	10-19-2015

Bidder's Company Name: Municipal Maintenance Equipment, Inc.

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED

FINANCIAL INTEREST DISCLOSURE FORM

FINANCIAL INTEREST DISCLOSURE

REQUIRED DISCLOSURE BEGINNING THE COUNCIL MEETING

OF JANUARY 7, 2003

The ordinance requiring financial interest disclosure by all parties having a direct or indirect interest of \$2,000 or more (except for certain publicly traded companies) will be effective at the Council meeting of January 7, 2003. This means that any Council action on a contract, agreement or development right must be accompanied by a **FINANCIAL INTEREST DISCLOSURE FORM** listing by name all parties that have a material financial interest in the agreement, contract or development right.

PLEASE NOTE, any Council action that requires a **FINANCIAL INTEREST DISCLOSURE** cannot be considered by the City Council until the required reporting is made. That means that Agenda Items without the **DISCLOSURE** will be removed from the Council Agenda.

FinDisclosure12-19

FINANCIAL INTEREST DISCLOSURE FORM

All persons included within the meaning of either of the following tests have a material financial interest in an agreement, or application for development rights, submitted for approval or disapproval by the City Council, and shall be identified by the applicant, by name.

Tests of Materiality:

1. Whether it is foreseeable to a reasonable person that the value of their interest in property available for use by an applicant, or their interest in the applicant itself, may increase or decrease by an amount greater than \$2,000.00 as a direct or indirect result of Council action on the applicant's agreement or application for development rights.
2. Whether it is foreseeable to a reasonable person that the person's gross income from the applicant may increase or decrease by a sum greater than \$2,000.00 as a direct or indirect result of Council action on the agreement or application for development rights.

It is the legal obligation of all applicants for approval of an agreement or of an application for development rights to verify in writing, under penalty of perjury, that the identity of each person having a material financial interest in the agreement or application or development rights is true, correct and complete. The applicant understands that this information is provided under penalty of perjury, and that intentionally supplying misinformation or deception may result in either invalidation of the agreement or application, or criminal prosecution for misdemeanor violation of the Modesto Municipal Code, or both. Negligent provision of misinformation shall be grounds for invalidation. In accordance with the Modesto Municipal Code, each applicant has a continuing obligation to maintain the truth, accuracy and completeness of the financial interest disclosure information provided below until after final consideration by the City Council of any matter arising out of or relating to the agreement or application.

By signing this document I agree to the information contained within.

COMPANY NAME:

Municipal Maintenance Equipment, Inc.

Not Applicable

APPLICANT'S NAME (SIGNATURE):

APPLICANT'S NAME/TITLE (PRINT):

10-14-16

DATE:

Applicable Names:

(See attached list)

Questions concerning the application of either test to particular facts should be resolved in advance of Council action by agreement with the department head recommending approval of its agreement/application.

DIRECTOR

COMPANY NAME: Municipal Maintenance Equipment, Inc.

NAMES

Signature / Print: Not Applicable

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED

COMPANY HISTORY STATEMENT

Your company shall have been in business for a minimum of three (3) continuous years (immediately prior to the time of the RFB submittal date) providing equipment outlined in this bid.

The company history statement shall be prepared on company letterhead and provided with the bid submittal.

See Attached

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12
SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED
SUPPORT OF LOCAL VENDORS

REQUEST FOR DECLARATION
of
LOCAL BUSINESS

Should the bidder that submits the lowest responsive bid or quote and would otherwise normally qualify to receive the bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest bid or quote submitted by a local business that is within five percent (5%) of the lowest bid or quote, whether or not that bidder is the second lowest bidder, may be deemed to be the lowest bidder if the local bidder agrees to reduce its bid to match the bid or quote of the lowest bidder in writing within five (5) business days after notification by City Purchasing staff, provided that said local bidder is deemed to be a responsible bidder as determined by the Purchasing Manager.

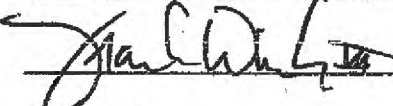
To qualify as a local bidder, the bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

☐ I declare I am a local business per the above criteria

**SUPPORT OF LOCAL VENDORS
DECLARATION OF ELIGIBILITY**

Company Name: Not Applicable
Street Address: _____
Telephone Number: _____
Business License Number: _____

Under penalty of perjury, The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: Frank Wheeler III
Title: Vice President
Signature: 
Date: 10-14-16

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

1.1 SCOPE OF WORK:

The Public Works Department, Fleet Services Division, requests the purchase and delivery of one current year sweeper, compact, bike lane, truck mounted per department specifications listed on Attachment A.

1.2 TECHNICAL LIAISON:

Work under any resulting contract shall be performed under the general technical guidance and direction of the City of Modesto's "Technical Liaison", Steve Fischio, Fleet Manager (209) 342-2222. The Technical Liaison is not authorized to commit the City to changes in specifications, requirements, or scope of work, changes in price(s), period of performance or delivery date(s) or method of shipment. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division representative, Cindy Medley, Buyer, (209) 571-5164, or by the Purchasing Manager.

1.3 PARTS AND MATERIALS APPROVAL:

The Technical Liaison shall have the opportunity, at his discretion, to approve all parts and materials required for the purchase of the vehicle, prior to award.

All parts and materials not conforming to the requirements of the specifications shall be considered defective and all such parts and materials, whether in place or not, shall be rejected and removed immediately from the delivery site by the vendor, at the vendor's expense, unless otherwise permitted or directed by the Technical Liaison. Upon failure of the vendor to comply with any order from the Technical Liaison, the Technical Liaison shall have the authority to remove and replace the defective parts and materials, and deduct the cost from any monies due, or to become due to the vendor.

1.4 DEALER'S RESPONSIBILITY FOR VEHICLES:

Until the formal acceptance of the vehicle or vehicles by the Technical Liaison, the dealer shall be responsible for and have care, custody, and control of the parts, materials, and equipment to be used therein, delivered to the delivery site. The dealer shall bear full risk of loss, injury or damage to any part of the vehicle or vehicles, and parts, material or equipment by action of the elements, or from any other cause, whether arising from the execution or non-execution of the delivery of the vehicle or vehicles. The dealer shall rebuild, repair, restore and make whole, all loss or damage to any portion of the vehicle or vehicles including all parts and materials, before final acceptance, and shall bear the expense thereof, except for such loss or damage caused by the acts of the City, State, or Federal Government, or by an act of God as defined in Section 4150 of the California Government Code.

1.5 DELIVERY, INSPECTION AND ACCEPTANCE:

When applicable, the dealer shall notify the City of Modesto, two (2) weeks prior to paint so that a pre-paint inspection can be arranged.

A delivery and inspection appointment shall be made five (5) working days, prior to delivery. Contact Fleet Services for appointment at (209) 342-2221. Vehicles delivered without prior notice may be rejected, requiring a second delivery, at dealers expense. Fleet Services will not accept ownership until the vehicles have been inspected for compliance.

REQUEST FOR BID AND SPECIFICATIONS NO. 1617-12

SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED

GENERAL TERMS AND CONDITIONS

2.1 BID SUBMITTAL:

Bidders shall submit one "inked" (preferably blue ink) signed original bid document, plus two (2) copies of a signed original bid document. The original bid document shall be clearly marked. Photocopies do not constitute an original bid document.

FAILURE TO FURNISH ONE "INKED" SIGNED ORIGINAL BID DOCUMENT MAY RESULT IN DISQUALIFICATION.

It is the responsibility of the bidders to identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All costs associated with the preparation of this bid shall be borne by the bidder.

All exceptions taken to these specifications shall be specifically and clearly identified on the Exceptions, Clarifications, and Amendments Form. Failure to comply with this provision may be grounds for bid rejection. Bidder shall not refer exceptions to manufacture literature or body builder quotes.

An equivalent product shall be submitted on the Exceptions, Clarifications, Amendment form and shall contain the manufacturers name, make, part number and any technical specifications.

Exceptions taken shall not affect the overall performance and quality of the materials and/or services required by the City. The Purchasing Manager or his designated agent shall make the final decision regarding the acceptability of the materials and/or services with exceptions.

2.1.1 ACCEPTANCE/REJECTION OF IRREGULAR BIDS:

A contract shall be awarded to the bidder whose bid most closely satisfies the needs of the City and is deemed the most advantageous to the City. The City reserves the right to reject any or all bids or to waive any informalities or minor irregularities in a bid.

2.1.2 COMPLETE BID DOCUMENT:

The following forms constitute the makeup of a complete bid document:

- Bid Acknowledgement (Signature Form)
- Pricing Schedule (Signature Form)
- Exceptions, Clarifications, Amendments
- References
- Financial Interest Disclosure Form
- Company History Statement
- Support of Local Vendor Declaration Form (if applicable)

Failure to furnish any of these forms may result in disqualification.

2.2 COMPLIANCE:

Bidders are required to sign the "Pricing Schedule and Bid Acknowledgement Form" of this bid document, thereby acknowledging they are in full compliance with all requirements of Bid No. 1617-12, and any addendum to such bid. Failure to comply may result in disqualification.

Bidder shall furnish one "inked" signed original bid document, plus two (2) copies of the signed original bid.

FAILURE TO FURNISH ONE "INKED" SIGNED ORIGINAL BID DOCUMENT MAY RESULT IN DISQUALIFICATION.

The bidder guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City of Modesto.

2.3 NON-COMPLIANCE:

If you cannot comply with a specification requirement, note as an addendum on the Exceptions, Clarifications, Amendments Form specification paragraph, your exception, and your recommendation. The Purchasing Manager will evaluate your recommendation. If after evaluation it is determined that the bidder is not in compliance with the specification, the bid may be rejected.

2.4 PRICING FORMAT:

Unless otherwise stated, the bidder agrees that, in the event of a price decline, the benefit of such lower pricing shall be extended to the City.

All prices for parts, materials and equipment shall be F.O.B. destination, Modesto, CA. Any freight/delivery charges shall be included in the bidder's unit price.

2.5 PRICING SCHEDULE:

Bidders shall use the Pricing Schedule form, to present their bid pricing. No other form or format shall be accepted.

2.6 AWARD OF BID:

This is an "all or none" bid award.

The City reserves the right to decline to award a contract if it is determined that the proposed pricing is not competitively priced based on similar contracts with public agencies within the State of California.

The City reserves the right to select that bid, which best suits the City's needs. Regardless of City staff's recommendation, the City Council reserves the right to award a contract to the bidder that best suits the City's needs as determined by the City Council whether or not said award is consistent with City staff's recommendation for award.

2.7 QUANTITIES:

The successful bidder shall be required to provide whatever quantities may be required. No minimum or maximum is guaranteed or implied.

2.8 TERMINATION OF SERVICES:

The City reserves the right to discontinue service with the Vendor upon failure to meet contractual expectations and/or obligations, as recommended by the technical liaison or his/her agent.

The City reserves the right to review the service Vendor's performance at any time with or without the knowledge or consent of the Vendor.

Cancellation of services shall be determined by the collaborative efforts of the Technical Liaison, Purchasing Manager, or his designee, after reviewing the incident(s) of failure to perform.

2.9 OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES:

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

2.10 NON-DISCRIMINATION:

- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment opportunity extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full.
- B. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- D. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

2.11 NON-DISCRIMINATION OF THE HANDICAPPED:

CERTIFICATION OF BIDDER REGARDING NON-DISCRIMINATION OF THE HANDICAPPED

By executing this agreement, the bidder hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation, and will continue to do so for at least the duration of the agreement and any extensions thereof.

2.12 DRUG FREE WORKPLACE:

Bidder/Contractor certifies that he/she is in compliance with Sections 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

2.13 PROTEST AND APPEAL PROCEDURES:

Potential offerors, Bidders, contractors and subcontractors wishing to protest or appeal the procurement or contracting process or a decision to award by the City of Modesto, must follow the procedures provided in the City of Modesto Purchasing Manual, Section I, Procedure 5. Protest procedures are in place that allow for a protest during the bid/bid process and must be filed no later than three (3) days after the bid/bid opening. A protest to an announced decision to award a contract may also be filed no later than ten (10) calendar days after the Intent to Award letter date. Protests or appeals, which are not submitted in accordance with the above procedures, will not be reviewed. A copy of the procedures may be obtained by contacting the City of Modesto Purchasing Office at (209) 577-5405.

2.14 HOLD HARMLESS AGREEMENT:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CITY, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Agreement.

2.15 ASSIGNMENT OF RIGHTS:

CONTRACTOR offers and agrees, and will require all subcontractors and suppliers to agree, to assign to the CITY all rights, title, and interest in and to all causes of action it and they may have under Section 4 of the Clayton Act (15 United States code, Section 15) or under the Cartwright Act (Business and Professions Code, Section 16700 *et seq.*), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. The assignment made by CONTRACTOR and all assignments made by subcontractors and suppliers shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties (Government Code, Sections 4550-4554).

2.16 CITY PROCESS/PROCEDURE APPROVALS:

CITY approval of any process or procedure shall not relieve the bidder of his/her responsibility to furnish the required items and service meeting all specifications contained herein.

2.17 BIDDER/SELLER REPRESENTATION:

The bidder/seller represents that:

- A. He/She has had an opportunity to examine and has examined any and all of the documents, including specifications, any resultant purchase order and supporting data, and that he/she has, from the information contained in such documents, specifications, and data, fully acquainted himself/herself with all conditions relevant to the work.
- B. He/She has made all reasonable investigations essential to a full understanding of the difficulties, which may be encountered in performing the work.
- C. He/She will complete the work for the compensation stated above.
- D. He/She assumes full and complete responsibility for all conditions relevant to the work and all risks in connection therewith.
- E. In addition thereto, the bidder/seller represents that he/she is fully qualified to do the work in accordance with the terms of any Purchase Order issued within the time specified in it.
- F. Anything mentioned in the specifications and not in the Purchase Order, or mentioned in the Purchase Order and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the specifications and the Purchase Order, the Purchase Order shall govern.

2.18 FAILURE TO PERFORM SATISFACTORY:

It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, CITY's representative may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, (2) have such required work done by CITY forces or otherwise, and charge the cost thereof to the CONTRACTOR, or (3) recommend termination of contract between said CONTRACTOR and the City of Modesto. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence. Unless otherwise negotiated, billing adjustments for this incomplete or uncorrected work shall be permanent retention of 100% of the estimated monthly cost for the work not corrected or completed.

2.19 SUPPORT OF LOCAL VENDORS:

Should the bidder that submits the lowest responsive bid or quote and would otherwise normally qualify to receive the bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest bid or quote submitted by a local business that is within five percent (5%) of the lowest bid or quote, whether or not that bidder is the second lowest bidder, may be deemed to be the lowest bidder if the local bidder agrees to reduce its bid to match the bid or quote of the lowest bidder in writing within five (5) business days after notification by City Purchasing staff, provided that said local bidder is deemed to be a responsible bidder as determined by the Purchasing Manager.

To qualify as a local bidder, the bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

2.20 PAYMENT:

- **Paper Payment Method:**
All invoices shall be paid in full within thirty (30) days after completion and acceptance of the vehicles by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this bid document.
- **Electronic Payment Method:**
The City of Modesto provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of bid or contract. Notification of payments and required invoice information are issued to the supplier's designed Accounts Receivable contact by email remittance advice at time of payment.

During the bid evaluation process preference may be shown to bidders that agree to accept Epay for payment of invoices. Please indicate on the Pricing Schedule whether or not your company will accept the City's Epay Program.

ATTACHMENT A

These specifications are for new, current year model, equipment and accessories. Unless otherwise noted in the specification, all standard and optional features are to be manufacturer's production options. If a specified item only is available as part of a package, the package is to be included as part of the bid. Any part of the bid that does not meet the minimum specification must be identified in the bid as an exception. Any dealer or third party installed options must be clearly identified in the bid as an exception. No after-market options, except as noted, will be accepted unless approved in writing by the Fleet Manager. Exceptions to these specifications will be accepted only as approved in writing by the Fleet Manager.

BASE BID ITEMS

Specifications for a New and Unused Hydrostatic Drive, Vacuum Type Street Sweeper with Tipping Hopper:

1. The intent of the following specifications is to describe the minimum requirement for a New Hydrostatic Drive, Vacuum Type Street Sweeper with Tilting Hopper. The Vehicle chassis to be furnished under these specifications should be a production model vehicle and be listed as the manufacturer's current model. The vehicle must comply with the standard specifications for the model offered including additional options as contained herein. Vehicle should be a street legal model and be registered with the California DMV as an On-Road vehicle with Exempt plates.
2. MANUFACTURER'S SPECIFICATIONS:
Complete manufacturer's specification, published literature and photos or illustrations of the unit proposed, should be furnished with bid. Only models in current production and in service that are catalogued by the manufacturer and for which printed literature and specifications are available will be accepted. Bidders shall prepare and submit their own proposals addressing each section, item or component of these specifications, indicating full compliance without exception, or explaining in detail any exceptions, or deviations. Bidders must be a factory authorized parts, service and warranty dealer.
3. BASE VEHICLE:
 - Compact dedicated self-propelling hydrostatic four-wheel vacuum street sweeper with integral chassis with a maximum sweeping speed of 10 MPH and travel speed of 30 MPH.
 - 2 Wheel, front wheel steering
 - Dual tires in rear
 - Turning radius curb to curb should not be larger than 16.6' (200").
4. CONTAINER: STANDARD TIPPING
 - Material: 304 Stainless Steel plating
 - Reinforcement: Hardened Steel reinforcement
 - Side and rear panels: Made of acrylonitrile butadiene styrene (ABS)
 - Volume: 6.5 yards Volumetric (5.6 Yard usable) Capacity
 - Dumping height: 34 inch
 - Discharge system: Tipping by means of 2 hydraulic cylinders with Safety support system
 - Dump Angle: 55 degrees (58 degrees including floor slope)

- Backup hydraulic pump: Manually operated hydraulic pressure pump to tip the hopper
- Floor angle: 3.8 Degrees
- Inspection doors: 2 Doors, one at RH side, one at LH side of the hopper
- Screen: One piece, stainless steel, easy lift system by means of cable, actuated on left side of unit.

5. Rear Door System:

- Material: Hardened Steel
- Operation: Hydraulically by remote control (with safety button)
- Opening: Be means of 2 hydraulic cylinders
- Locking device: Hydraulically locking by means of 2 manually re-adjustable pins
- Seal Material: EPDM / Weather temperature resistant
- Safety support: 1

6. REAR MOUNTED WANDER HOSE:

- A rear mounted hose shall be attached to the unit, inlet on top of unit. Spring style boom with 12' minimum poly hose with a heavy duty steel end, 3' minimum. Diameter of hose, 7.9". Water injection included.

7. FAN HOUSING:

- Fan should be mounted on top of the hopper and accessible from the top.
- Coupling available to wash out fan and hopper at ground level.

8. CHASSIS:

- Material: Purpose built 0.16 inch hardened steel chassis
- Contents: Incorporated tanks for fuel, hydro oil and spray water

9. ENGINE AND DRIVE SYSTEM:

ENGINE

- Single engine: Cummins FCEX103.8AAA / QSF3.8, or approved equal
- Emission level: Tier 4 final
- C.A.R.B. Certification: Engine being bid is to be the latest On-Road emissions legal. *Variations are acceptable as long as there is a CARB certificate available for the engine furnished.*
- Cylinder: 4 cylinder turbocharged with 3760 CC
- Fuel: Diesel
- Power: 130 HP
- Max. torque (lb ft.): 488 @ 1600 rpm
- Carter capacity (gal.) 2.11
- PTO ratio: 1:1
- Timing Gear: Gear wheel driven

Front axle	
Type Wheel support	Independent through lateral A-arm at the bottom & slider strut with wheel support & a trunnion at the top (McPherson)
Suspension system	Independent hydro-pneumatic suspension in slider strut with level control

Steering angle (°)	Inwards 68° Outwards 40°
Type Wheel support	Independent rigid trailing arms
Suspension system	Rubber diabolo springs
Planetary gear in wheel hub	Brevini RF46/2
Gear ratio	1:11,25
Tires (pressure in PSI)	
Front	215/75 R17.5
Rear (dual)	205/65 R17.5
Brake system	
System lay-out	Dual circuit, full pressure by tandem foot metering valve, one on front brakes, other on rear brakes, rear brakes through ALR valve
Foot metering valve	Micro Pedal and Base unit MEP - 464 - 022
Max. brake pressure	2031 PSI at front brakes, 363 to 1450 PSI at rear brakes through ALR valve
ALR valve, Brand/type/setting	Ate / reducer / 363 to 1450 PSI
Fluid type	Hydraulic oil
Front brake, per wheel	Ventilated disc brake, Perrot Disk d=9,7 inch, Perrot calliper 2 pistons each side d=3,7 inch
Rear brake, per wheel	By hydrostatic engine brake and hydraulically and mechanically operated drum brake, drum brake Knott 300 x 60 (11,8 x 2,4 inch)
Parking brake	Spring loaded, hydraulically released on rear drum brake
Steering system	
System Lay-out	Steering on front wheel only Full hydraulic steering through an Orbitrol steering unit. Hydraulic power is taken from steering pump
Actuation	Linear balanced cylinder, traversed positioned, in-between front wheels. Piston rod is fixed to chassis, cylinder body moves. Front wheels are connected by push-pull rods with ball joints.

10. CABIN:

- Two persons, all weather sound insulated cab shall be mounted at the front of the chassis
- Cabin noise level should not exceed 77 dB
- Cab must have a centrally located floor window with view on the suction nozzle
- Cab should have two mechanically suspended seats
- Cab should be equipped with:
 - Air conditioning
 - AM/FM radio, standard sound system package
 - Slightly tilted panoramic front screen with safety glass windows for an optimum view in all weather conditions.
 - Two windshield wipers with washer
 - Rotating strobe lights, 2 front and 2 rear. Rear mounted arrow-board with controls in- cabin
 - Heating and ventilation system mounted inside the cabin.
 - License plate holder, front and rear.
 - Mirrors on doors, 2 each, 6" x 10" minimum with one each side heated. Above doors an additional mirror installed, 6" x 10" minimum.

- Two (2) color monitors, 7" in diameter, one mounted on rear door and one mounted near vacuum tube.
- **CONTROLS AND INSTRUMENTATION:**
 - Engine RPM gauge
 - Engine hour counter
 - Engine oil pressure gauge
 - Engine temperature gauge
 - Sweeping hour counter
 - Volt Meter
 - Brush rotation speed regulated by a potentiometer
 - Direction indicator handle (including horn and head lights)
 - Joystick for side shifting the brush system, lifting of suction nozzle and brush system
 - Remote control for opening of the rear door and dumping of debris
 - Indicator contents fuel tank
 - Indicator contents water tank
 - Warning buzzers for:
 - Empty water tank while the pump is on
 - Parking brake on
 - Engine cooling water running hot
 - Low engine oil pressure
 - Low hydro oil pressure
 - High hydro oil temperature

11. VACUUM SYSTEM:

Broom system

- Two circular brooms should be mounted in front of the front wheels under the cab by means of a pulled broom system
- Brooms will be hydraulically powered with infinitely variable control from the cab
- Brooms shall have a minimum diameter of 35 inch
- Brooms shall have a speed between 0 and 210 RPM
- Brooms shall have a side shift to left and right of 9.1 inch
- Brooms shall have an angle adjustment of 21 degrees
- Brooms should be operated by means of a joystick in the cabin
- Broom system should be connected by means of closed bolts and require no greasing
- The machine shall have a third broom mounted in front of the sweeper with:
 - A linear movement of 47 inch
 - A maximum reach measured from the front bumper of 71 inch
 - Hydraulically operated by means of a joystick in the cabin
 - Third boom shall have a quick release system and stands for storage
- The sweeping path of the sweeper shall be:
 - 87 inch by use of 2 brooms
 - 122 inch by use of 2 brooms + the front broom

12. FAN:

- Material: Borium
- Tensile Strength: 200,000 PSI

- Hardness (Brinell): 400 HB Minimal
- Drive: Hydraulic
- Diameter: 28 inch
- Number of blades: 10
- Max Speed: 3300 RPM
- Max Capacity: 18,300 cubic yards per hour

13. PICK-UP MECHANISM:

- Vacuum type accomplished by air movement
- Vacuum shall be developed by a hydraulically powered blower
- Blower speed shall be controlled inside the cab
- The pick-up nozzle shall be mounted forward of the front wheels and between the two brooms
- An access door inside the cab shall give the operator access to the suction tube
- Air exiting the blower will be directed through the rear door toward the ground
- Dust control should meet PM 10 standard and be certified as such
- Suction nozzle shall be 4.7 (L) by 24.8 (W) Inch and made out of corten steel lined with Linatex
- The suction tube shall have a diameter of 8.9 inch and made out of 304 stainless steel

14. WATER SYSTEM:

- Waterpump make: Tellarini or equivalent
- Type: Self priming impeller IFE 25-24
- Max. Capacity: 12,4 Gallon @ 7,3 PSI 3,0 Gallon @ 29,0 PSI
- Nozzles: 2 per broom, 5 in the suction system
- Additional water system: Hydraulically driven water pump, 4 GPM @ 2175 PSI, stainless steel reel with 25' of ½" hose and spray wand.

15. WARRANTY:

- The machine shall have a warranty of 2 years or 2000 engine hours (whichever comes first) against defects in material or workmanship.
- The machine shall have a warranty of 5 years on the chassis and container module

16. DELIVERY:

Unit is to be delivered in complete and ready-to-operate condition to:

City of Modesto
Fleet Services Division
1609 8th Street
Modesto CA 95354

17. LICENSE:

Vendor to complete all licensing of the vehicle in the State of California with "EXEMPT" plates. The City of Modesto is considered to be an "Other Political Subdivision" for the purpose of EXEMPT Plates. To be registered to:

City of Modesto
P.O. Box 642
Modesto, CA 95353



2360 Harvard Street • Sacramento, CA 95815 • (916) 922-1101 • Fax: (916) 922-1034
1913 Nancita Circle • Placentia, CA 92870 • (714) 528-8770 • Fax: (714) 528-8744
4750 Caterpillar Rd., Unit D • Redding, CA 96003 • (530) 243-4856 • Fax: (530) 243-1447
1930 W. Winton Ave., Suite 8 • Hayward, CA 94545 • (510) 670-0230 • Fax: (510) 670-9003
www.source-mme.com • California State Contractor's License #980409 • DIR 1000004282

October 14, 2016

City of Modesto
Purchasing Division
1010 10th Street, Suite 6600
Modesto, CA 95354

Attention: Cindy Medley, Buyer

RE: Bid No. 1617-12
Sweeper, Compact, Bike Lane, Truck Mounted
Due October 25, 2016 11:00 a.m.

We are pleased to provide the following Company History Statement for the Ravo 5 iSeries Chassis Mounted, Hydrostatic Drive, Vacuum Type Street Sweeper for your review.

Municipal Maintenance Equipment, Inc. origins began in early 1992 and today Municipal Maintenance Equipment is recognized as the source for municipal products throughout California and Northern Nevada. Municipal Maintenance Equipment is headquartered in Sacramento, CA, with additional parts and service facilities in Placentia, Redding, and Hayward, CA. At these four locations, MME currently employs 28 people who sell, service, and support our product lines.

We have represented the Ravo products for the past 3 years in California and Northern Nevada. Ravo, a division of Fayat Group, was founded over 50 years ago and today Ravo is recognized as a company that is known for product innovation, quality, user friendly products, and standing behind what they manufacture. Ravo is headquartered in Alkmaar, The Netherlands where they design, build, and support their extensive product offerings.

Municipal Maintenance Equipment is proud of our company's history and is looking forward to leading our industry by offering our customers outstanding support services. We hope to have the opportunity to provide the Ravo product to the City of Modesto and provide you an outstanding service level equal to none.

Thank you for the opportunity to provide this proposal and your consideration of the Ravo Street Sweeper.

Respectfully submitted,
Municipal Maintenance Equipment, Inc.

Frank Wheeler III,
Vice President

Specifications For Street Sweeper With Tipping Hopper

The intent of the following specifications is to describe the minimum requirement for a new sweeper. Any and all exceptions must be listed on a separate sheet entitled: EXCEPTIONS TO BID

General Designation

- Compact dedicated self propelling hydrostatic four wheel vacuum street sweeper with integral chassis with a maximum sweeping speed of 10 MPH and travel speed of 30 MPH
- 2 Wheel Front wheel steering (maneuverability)
- Double tires in rear (balance)
- Turning radius curb to curb should not be larger than 200 inch

Container

Standard Tipping

- Material: 304 Stainless Steel plating
- Reinforcement: Corten Steel reinforcement
- Side and rear panels: Made of acrylonitrile butadiene styrene (ABS)
- Volume: 6.5 yards
- Dumping height: 34 inch
- Discharge system: Tipping by means of 2 hydraulic cylinders Safety support: 2
- Safety future: Manually operated hydraulic pressure pump to tip the hopper.
- Floor angle: 3.8 Degrees
- Inspection doors: 2 Doors, one at RH side, one at LH side of the hopper
- Screen: One piece, stainless steel, easy lift system by means of cable, actuated on left side of unit.

Rear Door System

- Material: Corten Steel
- Operation: Hydraulically by remote control (with safety button)
- Opening: Be means of 2 hydraulic cylinders
- Locking device: Hydraulically locking by means of 2 manually re-adjustable pins
- Seal Material: EPDM / Weather temperature resistant
- Safety support: 1

Rear Mounted Wandler Hose - Optional

- A rear mounted hose shall be attached to the unit, inlet on top of unit. Spring style boom with 12' minimum poly hose with a heavy duty steel end, 3' minimum. Diameter of hose, 7.9". Water injection included.

Fan housing

- Fan should be mounted on top of the hopper and accessible from the top.
- Coupling available to wash out fan and hopper at ground level.

Chassis

- Material: Purpose built 0.16 inch Corten steel chassis
- Contents: Incorporated tanks for fuel, hydro oil and spray water

Engine + drive system

Engine

- Single engine: Cummins FCEd03.8AAA / QSF3.8
- Emission level: Tier 4 final
- Cylinder: 4 cylinder turbocharged with 3760 CC
- Fuel: Diesel
- Power: 130 HP
- Max. torque (lb ft.): 488 @ 1600 rpm
- Carter capacity (gal.) 2.11
- PTO ratio: 1:1
- Timing Gear: Gear wheel driven

Axles, Brake, Steering and Drive System

Front axle	
Type Wheel support	Independent lateral A-arm at the bottom & slider strut with wheel support & a trunnion at the top (McPherson)
Suspension system	Independent hydro-pneumatic suspension in slider strut with level control
Steering angle (°)	Inwards 68° Outwards 40°
Rear axle	
Type Wheel support	Independent rigid trailing arms
Suspension system	Rubber diabolo springs
Planetary gear in whl hub	Brevini RF46/2
Gear ratio	1:11,25
Tires (pressure in PSI)	
Front	Bridgestone 215/75 R17.5
Rear (double)	Bridgestone 205/65 R17.5
Brake system	
System lay-out	Dual circuit, full pressure by tandem foot metering valve, one on front brakes, other on rear brakes, rear brakes through ALR valve
Foot metering valve	Micro Pedal and Base unit MEP - 464 - 022
Max. brake pressure	2031 PSI at front brakes, 363 to 1450 PSI at rear brakes through ALR valve
ALR valve, Brand/type/setting	Ate / reducer / 363 to 1450 PSI
Fluid type	Hydraulic oil
Front brake, per wheel	Ventilated disc brake, Perrot Disk d=9,7 inch, Perrot calliper 2 pistons each site d=3,7 inch
Rear brake, per wheel	By hydrostatic engine brake and hydraulically and mechanically operated drum brake, drum brake Knott 300 x 60 (11,8 x 2,4 inch)
Parking brake	Spring loaded, hydraulically released on rear drum brake
Steering system	
System lay-out	Steering on front wheels only. Full hydraulic steering through an Orbitrol steering unit. (no mechanical connection between steering wheel and front wheels) Hydraulic power is taken from steering pump
Actuation	Linear balanced cylinder, transverse positioned, in-between front wheels. Piston rod is fixed to chassis, cylinder body moves. Front wheels are connected by push-pull rod's with ball joints to cylinder body. Steering levers at the wheel support are angled
Steering unit	Orbitrol type: Gauer Danfoss 150N2195 Steering cylinder: RAVO spec: 05-11-553-00-C, D=nn, d=nn, s=nnn
Drive system	
System lay-out	Full hydrostatic drive system with variable displacement motors, one at each rear wheel. A variable displacement drive pump at the engine. Both the drive pump and motors are controlled electrically by an electrical accelerator pedal through an electronic

Hydraulic System

Hydraulic drive pump	
Make / Type	Linde / HPV105
Max displacement (cu.in./rev)	6.41
Max peak pressure (PSI)	7252
Max operating pressure (PSI)	6092
Max speed input (rpm)	3200

Hydraulic drive motors (2x)	
Make	Linde / HMMV 55
Max displacement (cu.in./rev)	3.3
Min displacement (cu.in.)	1.12
Max torque @ max displacement (lb.ft/PSI)	0.041
Max peak pressure (PSI)	7252
Max operating pressure (PSI)	6092
Max speed output min/max (rpm)	4100
Blower pump	
Make / Type	Linde / HPR75
Displacement (cu.in./rev)	4.63
Adjusted pressure (PSI)	2538
Max operating pressure (PSI)	6092
Max pressure (PSI)	7252
Blower motor	
Make	VOAC
Type	F12-40-MF-IN-X-35mm
Displacement (cu.in./rev)	2.44
Adjusted pressure (PSI)	2538
Max operating pressure (PSI)	6092
Max pressure (PSI)	6982
Brush pump	
Make	Parker
Type	PGP517A0190AD1H3VJ9J8B1B1
Displacement (cu.in./rev)	1.16
Adjusted pressure (PSI)	2538
Max operating pressure (PSI)	3626
Brush motors (2x)	
Make	Parker
Type	TE 195
Displacement (cu.in./rev)	9.95
Max operating pressure (PSI)	2538
Max pressure (PSI)	2901
Pump for Steering, brakes and suspension	
Make	Parker
Type	PGP511B0110CA1H2VJ7J5S-511A0060XJ7B1B1E2+P.M.PFD
Displacement (cu.in./rev)	0.671 + 0.388
Adjusted pressure (PSI)	1305 (0.671 cu.in) 2900 (0.388 cu.in.)
Max pressure (PSI)	3989
Steering system	
Drive	Hydraulic steering / Orbitrol
Electrical system	
Voltage (V)	24, with running engine 28
Battery (V/Ah)	2 x 12/72
Alternator (V/A)	28 / 90

Cabin

- Two persons, all weather sound insulated cab shall be mounted at the front of the chassis
- Cabin noise level (Lpa) should not exceed 77 dB
- Cab must have a centrally located floor window with view on the suction nozzle
- Cab should have two mechanically suspended seats
- Cab should be equipped with:
 - Air conditioning

- AM/FM radio CD / MP3 player
- Slightly tilted panoramic front screen with safety glass windows for an optimum view in all weather conditions
- Two windscreen wipers with electric screen washer
- Rotating strobe lights, 2 front and 2 rear. Rear mounted arrowboard with controls in cabin
- Heating and ventilation system mounted inside the cabin
- Toolbox mounted in front of passenger seat.
- License plate holder.
- Mirrors on doors, 2 each, 6" x 10" minimum with one each side heated. Above doors an additional mirror installed, 6" x 10" minimum.
- Two color monitors, 7" in diameter, one mounted on rear door and one mounted near vacuum tube.
- Controls and Instrumentation
 - Engine RPM gauge
 - Engine hour counter
 - Engine oil pressure gauge
 - Engine temperature gauge
 - Sweeping hour counter
 - Volt Meter
 - Brush rotation speed regulated by a potentiometer
 - Direction Indicator handle (Including horn and head lights)
 - Joystick for side shifting the brush system, lifting of suction nozzle and brush system
 - Remote control for opening of the rear door and dumping of debris
 - Indicator contents fuel tank
 - Indicator contents water tank
 - Warning buzzers for:
 - Empty water tank while the pump is on
 - Parking brake on
 - Engine cooling water running hot
 - Low engine oil pressure
 - Low hydro oil pressure
 - High hydro oil temperature

Cabin dimensions	Inch.
Interior length	55.1
Interior width	66.9
Interior height	62.2
Footstep height	18.9
Floor height	31.5
Distance floor - seat	18.9
Distance floor - steering wheel	30,3-31,9
Distance seat - front screen	39,8-51,6
Distance seat - roof	43.9
Distance seat - steering wheel	19,7-31,5

Dimensions and weights Sweeper

Version	STH
Dimensions (Inch)	
Length (without third broom)	178.1
Width excl. Mirrors	71.1
Width incl. mirrors	89.8
Height without wand/hose	98.2
Height with wand/hose	111.0
Wheelbase	71.5
Front overhang	59.4
Rear overhang	44.6

Distance upper side chassis - front axle centre	20.7
Width chassis	68.9
Track width rear	50.6
Track width front	57.9
Weight (lb)	
Total empty weight	13713
Empty weight front axle	6746
Empty weight rear axle	6967
Max. weight front axle	10692
Max. weight rear axle	15587
G.V.W.	25132
Loading capacity	12125
Capacities (gal)	
Capacity fuel tank	28
Capacity water tank	160
Capacity hydraulic oil tank	25.1
Turning radius (inch)	
Turning radius wall to wall	238
Turning radius curb to curb	199

Hill Climbing Capacity

Hill climbing capacity	
Loaded percentage [%]	16
angle [°]	10
Unloaded percentage [%]	28
angle [°]	16

Vacuum System

Broom system

- Two circular brooms should be mounted in front of the front wheels under the cab by means of a pulled broom system
- Brooms will be hydraulically powered with infinitely variable control from the cab
- Brooms shall have a minimum diameter of 35 inch
- Brooms shall have a speed between 0 and 210 RPM
- Brooms shall have a side shift to left and right of 9.1 inch
- Brooms shall have an angle adjustment of 21 degrees
- Brooms should be operated by means of a joystick in the cabin
- Broom system should be connected by means of closed bolts and require no greasing
- The machine shall have a third broom mounted in front of the sweeper with:
 - A linear movement of 47 inch
 - A maximum reach measured from the front bumper of 71 inch
 - Hydraulically operated by means of a joystick in the cabin
 - Third boom shall have a quick release system and stands for storage
- The sweeping path of the sweeper shall be:
 - 87 inch by use of 2 brooms
 - 122 inch by use of 2 brooms + the front broom

Fan

- Material: Borium
- Tensile Strength: 200,000 PSI
- Hardness (Brinell): 400 HB Minimal
- Drive: Hydraulic
- Diameter: 28 inch

- Number of blades: 10
- Max Speed: 3300 RPM
- Max Capacity: 18,300 cubic yards per hour

Pick-up Mechanism

- Vacuum type accomplished by air movement
- Vacuum shall be developed by a hydraulically powered blower
- Blower speed shall be controlled inside the cab
- The pick up nozzle shall be mounted forward of the front wheels and between the two brooms
- An access door inside the cab shall give the operator access to the suction tube
- Air exiting the blower will be directed through the rear door toward the ground
- Dust control should meet PM 10 standard and be certified as such
- Suction nozzle shall be 4.7 (L) by 24.8 (W) inch and made out of corten steel lined with Linatex
- The suction tube shall have a diameter of 8.9 inch and made out of 304 stainless steel

Water System

- Waterpump make: Tellarini
- Type: Self priming impeller IFE 25-24
- Max. Capacity: 12,4 Gallon @ 7,3 PSI 3,0 Gallon @ 29,0 PSI
- Nozzles: 2 per broom, 5 in the suction system
- Additional water system: Hydraulically driven water pump, 4 GPM @ 2175 PSI, stainless steel reel with 25' of ½" hose and spray wand.

Warranties

- The machine shall have a warranty of 2 years or 2000 engine hours (whichever comes first) against defects in material or workmanship. Items outside this warranty are:
 - Fluids
 - Filters – oil, air, hydraulic, water
 - Belts
 - Lights and Fuses
 - Glass
 - Tires
 - Batteries
 - Cutting edges (Rubbers)
 - Fan, suction tube and nozzles
 - Water spray nozzles
 - Pulleys and nozzle wheel
 - Brooms and broom drive plates
 - Windshield wiper blades
- The machine shall have a warranty of 5 years on the chassis and container module

CITY OF MODESTO					
PURCHASING DIVISION					
P.O. BOX 642					
MODESTO, CA 95353					
PH: (209) 571-5164 FAX: (209) 544-8821					
1617-12 SWEEPER, COMPACT, BIKE LANE, TRUCK MOUNTED					
October 25, 2016					
ITEM/DESCRIPTION		QTY	UNIT OF ISSUE	CO: Municipal Maintenance Equipment, Sacramento, CA	
				Unit Price	Extended Price
Sweeper, Compact, Bike Lane, Truck Mounter per Specifications		1	EA	\$229,275.00	\$229,275.00
Sales Tax		1	LT		\$17,482.22
Tire Recycle Fee		1	LT	\$0.00	\$10.50
Total Estimated Cost					\$246,767.72
Year /Make / Model			2016 Ravo 5 iSeries		
Delivery Lead Time			90-150 Days		
Optional Equipment		Additional Cost (sales tax not included)			
Air Suspended Drivers Seat		\$1,400.00			
Water Recycling System		\$3,801.60			
100 Hour Service Kit "c"		\$536.98			
500 Houe Service Kit "b"		\$304.61			

Downloaded Bid Files for City of Modesto						
Exported on 12/07/2016						
Download	Project Title	Invitation #	File Name	File Title	Vendor	Download Date
2332973	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	sonsray machinery	10/5/2016
2332573	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	Belkorp Ag, LLC	10/5/2016
2326197	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	Reliable Supply, Inc.	10/3/2016
2325745	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	Johnston North America	10/1/2016
2325057	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	Sweeper Shop	9/30/2016
2323132	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	DMullis Insurance	9/30/2016
2322913	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	Prime Vendor inc.	9/29/2016
2321828	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	Municipal Maintenance Equipment,	9/29/2016
2320314	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	Western Truck Exchange	9/29/2016
2320207	Sweeper, Compact, Bike Lane, Truck Mounted	1617-12	1617-12 \$	1617-12 Sweeper Bike Lane Compact	Terry Equipment Inc	9/29/2016

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to utilize San Diego County's Contract No. 55398

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to utilize San Diego County's Contract No. 553982 to award the purchase of three P25 MCC7500 consoles for the National City Police Dispatch Center, from Motorola Solutions, Inc. in an amount not to exceed \$227,689, using FY16 Urban Area Security Initiative (UASI) Grant Funds. (Fire)

PREPARED BY: Frank Parra, Director of Emergency Services **DEPARTMENT:** Fire

PHONE: 619-336-4551

APPROVED BY: 

EXPLANATION:

See Staff Report.

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED:

MIS

Expenditure Account: 282-411-937-515-0000 Communication Equipment – General Fund \$227,689

Funds are appropriated and available in the above account. No City match required.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. County Contract # 553982 Agreement with Motorola Solutions, Inc. for Regional Communications System Replacement
3. Resolution



City Council Staff Report

October 3, 2017

BACKGROUND

The San Diego County Sheriff's Department manages the San Diego County-Imperial County Regional Communications System (RCS) radio network that serves the majority of the public safety (law enforcement and fire) and public service (transportation and schools) users in the region. In coordination with all agencies, RCS staff is in the planning stages to upgrade the regional public safety communications system.

On September 5, 2017, the City Council adopted Resolution No. 2017-166 for a subaward of FY16 UASI funding in the amount of \$227,689 for the City to upgrade P25 MCC7500 compatible dispatch console equipment for the National City Police Dispatch Center. The City is responsible for the procurement and maintenance of console equipment. The County of San Diego conducted a competitive procurement for a new RCS and the contract was awarded to Motorola Solutions, Inc. The contract includes equipment and services to replace dispatch console systems. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the County's contract # 553982 with Motorola Solutions, Inc. to procure the equipment and services necessary to replace three P25 MCC7500 dispatch consoles in an amount not to exceed \$227,689. The collaboration with RCS staff and the City staff has been instrumental in this major communications upgrade.

ANALYSIS

NCMC Section 2.60.260 provides authority to the Buyer to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state, or local agency pricing program or structure that is determined by the Buyer to allow a procurement that is in the best interests of the City. The Buyer may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the Buyer to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the County's contract # 553982 was competitively bid through a Request for Bid (RFB) process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that the City Council authorize the City (Buyer) to piggyback the County's contract # 553982 to award the purchase of three P25 MCC7500 dispatch consoles to

Motorola Solutions, Inc. in an amount not to exceed \$227,689, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase the dispatch consoles was approved by City Council through Resolution # 2017-166 for the FY 2018 budget. The FY16 UASI Grant Funds require the City to purchase the equipment and request reimbursement from the City of San Diego Office of Homeland Security.

FISCAL IMPACT

Funds are appropriated and available in account # 282-411-937-515-0000 Communication Equipment – General Fund \$227,689. No City match required.

RECOMMENDATION

Adopt the resolution.

Agreement Between

County of San Diego

and

MOTOROLA SOLUTIONS, INC.

for

COUNTY OF SAN DIEGO
REGIONAL COMMUNICATIONS
SYSTEM (RCS) REPLACEMENT

Agreement No. 553982

1.1.11 Console System

Motorola's dispatch console solution for the County of San Diego NGPSCS consists of one (1) MCC 7500 dispatch console to be used as maintenance consoles for the purpose of staging. Motorola has not provided additional consoles, since they are not part of this procurement.

The MCC 7500 dispatch console is Motorola's mission-critical high-tier radio dispatch IP console system. The MCC 7500 consoles interface directly to the radio system's IP network and offer seamless connectivity between County of San Diego dispatch operators and radio users, as well as interoperability with existing trunked and conventional systems. Audio processing, encryption, and switching intelligence for dispatch are performed within each operator position, without additional centralized electronics.

Integration with the New Radio Network

While consoles from other manufacturers can function on the ASTRO 25 network through the Project 25-standard console subsystems interface (CSSI), the MCC 7500 console offers the most complete and compliant solution for the County of San Diego NGPSCS. CSSI is not needed for the MCC 7500 consoles.

Voice Encryption

The MCC-series consoles provide true end-to-end encryption from the subscriber to the console operator position, enhancing operational security. This assures that sensitive, private communications will remain secure, from the user in the field to the console dispatch operator. Motorola has provided the AES encryption algorithm on the provided maintenance console.

Console System Security

To use the dispatch console, an operator must enter a valid radio system user account name and password. The dispatch console validates that information with the radio system's network manager and allows the user to access only the resources for which the user has access rights.

Flexible, Scalable Design

The MCC 7500 will provide the San Diego County/Imperial County with scalable, flexible, system architecture, sophisticated network management and security, and an easy migration to future capabilities. Their advanced feature set, ease of operation, and customizability will improve the safety of both San Diego and Imperial County's first responders and decrease dispatch operator workload, while maintaining strict voice communications security.

Tight Integration with the New Radio System

The console is directly integrated with the ASTRO 25 technology that provides the foundation of our solution for San Diego County/Imperial County. Operator positions connect directly to the radio system's IP transport network. Audio processing, encryption, and switching intelligence for dispatch are performed within each operator position, without additional centralized electronics. The console is capable of maintaining audio and data recording of the calls made on the communications system.

Designed for Mission Critical Use

An additional benefit of the MCC 7500 console for the San Diego County/Imperial County NGPSCS is that it shares an operational likeness and user interface with the CENTRACOM Gold Elite consoles already in use by San Diego County/Imperial County RCS. This will reduce the need to formally train dispatch operators prior to transition from their current console to the new console. Motorola has had many successful migrations from Gold Elite to MCC 7500 consoles with little or no formal training.

All console equipment is designed and built to withstand the high demands of a 24/7 dispatch environment and requires desktop and mounting space similar to a personal computer.

Integration with the New County of San Diego Next Generation Public Safety Communications System (NGPSCS)

The MCC 7500 consoles have been fully engineered under a single corporate umbrella to provide fully-integrated communications on the ASTRO 25 technology being provided for County of San Diego NGPSCS. While consoles from other manufacturers can function on the ASTRO 25 network through the Project 25-standard console subsystems interface (CSSI), the provided console offers the most complete and compliant solution for County of San Diego NGPSCS. How a MCC 7500 console site connects to an ASTRO 25 system such as County of San Diego NGPSCS is shown in Figure 1-42.

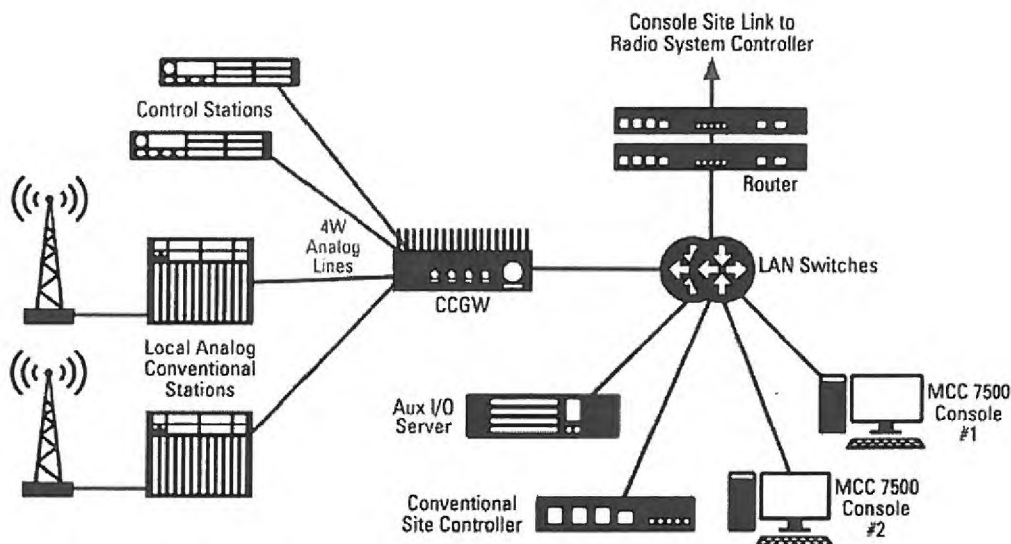


Figure 1-42: Typical Dispatch Console Site Infrastructure - Simplified Block Diagram.

Seamless Control of Trunked and Conventional Resources

The MCC 7500 is compatible with the trunked radio resources on the new County of San Diego NGPSCS network, and with the existing conventional channels. Both trunked talkgroups and conventional radio channels can be accessed and controlled from one MCC 7500 dispatch console over the same network. This tight union between radio infrastructure and dispatch console equipment reduces overall transport costs, the need for duplicate fixed network equipment, and several other benefits, as shown in Table 1-14.

Table 1-14: Benefits of the MCC 7500 IP-based Consoles and County of San Diego NGPSCS ASTRO 25 Network.

Feature	Benefit to County of San Diego NGPSCS
Tight coordination between the IP network and IP console eliminates the potential for audio degradation.	Subscribers and console operators will be able to communicate without loss of information.
Emergency calls are prioritized for successful delivery regardless of network traffic.	Activation of an emergency alarm by field units provides an audible alert, displays the unit ID and provides a visual alert. Dispatchers are also prompted to acknowledge the emergency alarm.
Inherent access to all system resources within the network provides dispatch priority to reach any user when needed.	Console operators will always be able to reach out to users in the field.
Rapid call set up times and quality of service, regardless of the size of the system.	The ability to scale the system to handle future capacity, while maintaining efficient dispatch operations.
True end-to-end multiple encryption capabilities from the subscriber to the console operator position, enhancing operational security	Assurance that sensitive, private communications will remain secure, from the user in the field to the dispatch console operator
Improved bandwidth efficiencies reduce transport costs	Ongoing cost savings utilizing County of San Diego NGPSCS network connectivity

MCC 7500 Dispatch Console Components

An MCC 7500 IP dispatch console site consists of the following elements, also shown in Figure 1-43.

- Site Routers.
- Site Switches.
- Voice Processing Module (VPM).
- Operator position computers.
- Desktop speakers.
- Footswitch.
- Headset jacks.
- Gooseneck microphone.

The MCC 7500 dispatch console functions as an integrated component of the total radio system, fully participating in system level features such as end-to-end encryption and agency partitioning.

Because the network is IP-based, the system's interfaces and components can be distributed physically throughout the network. Logging components are distributed at the core sites and console sites. CCGWs can be located at conventional-only RF sites, at trunking RF sites, the Core Site, or at console sites with conventional stations. Aux I/O Servers can be placed anywhere in the system, closest to where they are needed.

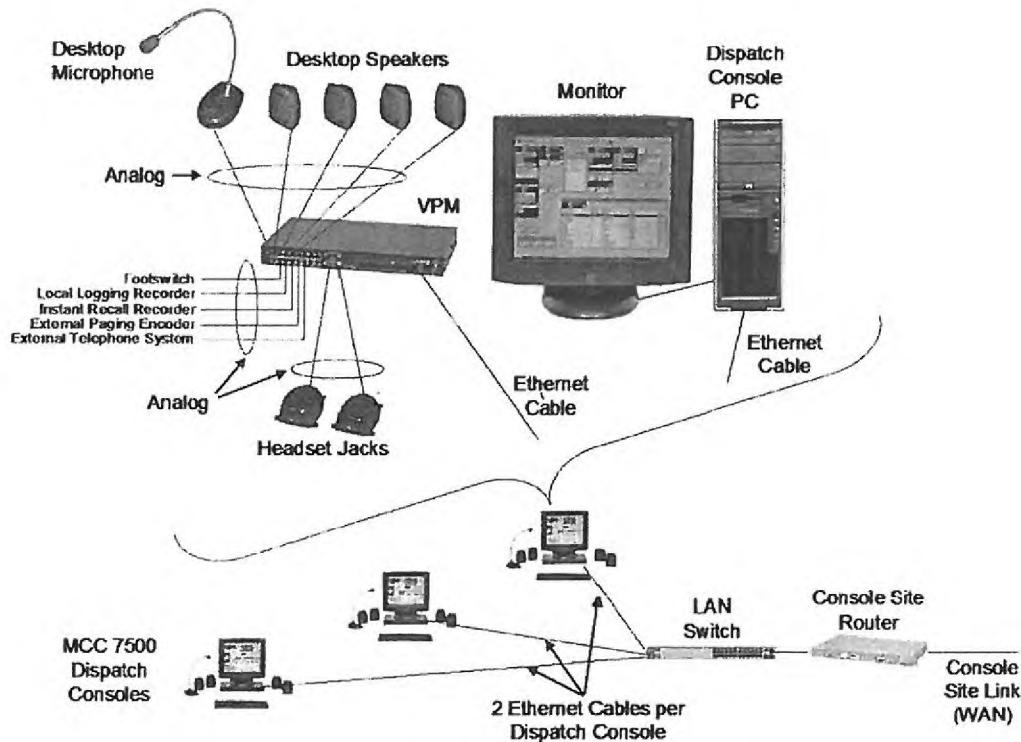


Figure1-43: Motorola MCC 7500 Dispatch Console Hardware Architecture.

Operator Position Components

MCC 7500 operator positions connect directly to the radio system's IP transport network through the site routers. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.

An MCC 7500 operator position consists of a computer, a Voice Processing Module (VPM), multiple speakers, a desktop gooseneck microphone, headset jack box and footswitch.



MCC 7500 Operator Position Components

Site Routers

The Site Router provides an interface that handles all of the IP network management traffic between the core sites and the MCC 7500 logical dispatch sites. The Site Router provides the following:

- Routing - the router directs traffic to and from the next hop in the IP network and enables redundant links
- Traffic prioritization - the router applies a prioritization marking to the packets leaving the site.
- Fragmentation - the router fragments large IP packets per industry standards.

The site router is a Motorola GGM 8000 Gateway, shown in Figure 1-44. The same GGM 8000 Gateway also provides CCGW support for the conventional resources. The County of San Diego NGPSCS MCC 7500 console sites are linked to the core sites with redundant site links that provide path diversity.



Figure 1-44: Motorola GGM 8000 Gateway with CCGW.

Voice Processing Module (VPM)

The VPM provides vocoding and audio processing services for the dispatch console. It connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. Each operator position includes a PC and a dedicated VPM. The VPM also provides connections for analog devices to be connected to the digital console. The VPM has connectors for the following devices:

- One desktop microphone.
- Two headset jacks.
- Two desktop speakers.
- Logging recorder.
- Radio instant recall recorder.
- External telephone set.
- External paging encoder.
- Footswitch.
- Generic transmit audio input.

Personal Computer (PC)

The dispatch console uses a Motorola-certified Personal Computer. In the current ASTRO 25 system release, the PCs are Hewlett Packard Z440 mini-towers running the Microsoft® Windows7 64 bit operating system. The 64 bit OS is used to efficiently process large amounts of RAM. The PC includes a standard 101-key keyboard and mouse. The PCs are processed through Motorola factories in Schaumburg so that the application software, and sound cards can be installed and tested to ensure they are operating properly.

Desktop Speakers

A typical MCC 7500 console has two speakers, one for selected audio and the second for all remaining unselected audio. Additional speakers can be provided for each MCC 7500 console, allowing the dispatch operators to continue utilizing specific speaker arrangement with designated audio sources in each speaker.

Footswitch

The dispatch console is provided with a dual pedal footswitch. The footswitch can be configured to control general transmit and monitor functions.

Headset Jack

Each dispatch console position is equipped with two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio. The headset plug inserted into the jack automatically disconnects the

console's dedicated microphone and mutes the select speaker. Pressing the radio PTT will mute the microphone to telephone connection, but not the telephone's incoming audio.

Connection to ASTRO 25 System Core

The MCC 7500 console site for County of San Diego NGPSCS requires redundant site links to provide path diversity. The console site has two logical connections which are to the master system core site and to the backup system core with each connection using a different site gateway. Each console site gateway provides an interface that handles all of the IP Network Management traffic between the MCC 7500 console center and County of San Diego ASTRO 25 system's core sites. The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

In addition, the site LAN switch identified in the optional dispatch equipment provides LAN interfaces for dispatch site equipment and a LAN port for the link to the core sites. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Connection to Local Resources

The MCC 7500 dispatch console supports both trunking and conventional channels and is designed to operate with Motorola's P25 trunking system platform. It uses Internet Protocol (IP) packets to pass call control data and voice communications efficiently and reliably through the radio system's IP transport network.

The MCC 7500 dispatch console solution provides access to existing analog conventional resources through the use of conventional channel gateways (CCGW). The CCGW interface with the existing conventional resource and convert the input to IP for use with the MCC 7500 dispatch network.

1.1.11.1 Required Equipment and Licensing

The following equipment and licensing is required to add each dispatch console to the System.

Network Equipment to add a console site:

- Two (2) Site Switches.
- Two (2) Site Gateways.

Dispatch Equipment:

- One (1) MCC 7500 ASTRO 25 software.
- One (1) Voice Processor Module (VPM).
- One (1) AC line cord.
- One (1) twenty –two inch wide non-touch black monitor.
- One (1) Z440 computer workstation.
- Two (2) Desktop speaker.
- One (1) Gooseneck Microphone.
- Two (2) Headset jacks.
- Two (2) Headset base module.
- Two (2) Single muff headset.
- One (1) Footswitch.
- One (1) Soundcard.
- One (1) Creative labs speakers.
- One (1) Instant recall recorder.
- One (1) McAfee.

Dispatch Equipment Licenses:

- One (1) MCC 7500 Basic Console Functionality Software License.
- One (1) MCC 7500 Trunking Operation.
- One (1) MCC 7500 Advance Conventional Operation.
- One (1) MCC 7500 Secure Operation.
- One (1) AES algorithm encryption.
- One (1) MCC 7500 Over the Ethernet keying (OTEK) operation.

1.1.11.2 Dispatch Equipment--Feature, Options and Accessories

This section lists the features, options and accessories available for the MCC7500.

FEATURES

The following lists available MCC 7500 features.

System Level Features	
• Seamless IP Connectivity with Radio System	• Configured via Radio System Configuration Manager
• Full Participation in Radio System Fault Management	• Full Participation in Radio System Agency Partitioning
• Compatible with MKM 7000 Console Alias Manager	• Full Participation in Radio System Dynamic System Resilience (DSR)
ASTRO 25 Trunking Features	
• Full Access to ASTRO 25 Trunked Radio System	• IMBE/AMBE Vocoder for ASTRO 25 Resources
• Full Support for Project 25 FDMA (Phase I) Operation	• Full Support for Project 25 TDMA (Phase II) Operation
• Trunked Talk Group Calls	• Trunked Announcement Group Calls
• Trunked Private Calls	• Trunked Call Alerts
• Trunked Emergency Alarms	• Trunked Emergency Calls
• Trunked Tactical/Normal	• Trunked Repeater On/Off
• Trunked Remote Monitor	• Trunked PTT ID and Alias
ASTRO 25 Conventional Features	
• PTT ID and Alias	• Call Alert
• Emergency Alarm and Call	• Mixed Mode (Analog/Digital) Operation
• Voice Selective Call	• Secure Call
• Secure Key Select	• Secure Keypad Select
• Received Key Display	• Autokey Key Display
• Momentary Key Override	• Radio Enable/Disable
• Radio Status Display	• Radio Status Request
• Radio Message Display	• Radio Check
• Remote Monitor	• Ignore Mobile to Mobile Calls

Analog Conventional Features	
• Tone Remote Control	• E & M Control
• Analog Talk & Listen	• Frequency Selection
• Private Line (PL) Selection	• Repeater On/Off
• Wild Card I & II	• Mute Second Receiver
• Monitor	• Line Operated Busy Light (LOBL)
• Supervisor Takeover (via Relay)	• Main/Alternate Conventional Interfaces
• RF Cross Mute	• RF Cross Busy
General Secure Features	
• Supports up to 60 Encrypted Calls Simultaneously	• Supports up to 6 Encryption Algorithms Simultaneously
• AES Algorithm	• DES-OFB Algorithm
• DES-XL Algorithm	• ADP Algorithm
• DVP-XL Algorithm	• DVI-XL Algorithm
• Multi-Select Cross-Mode Alert	• Patch Cross-Mode Alert
• Receive Cross-Mode Indication	• Clear Audio Alert
• Key Management via KVL	• Key Management via Store and Forward (KMF with KVL)
• Key Management via OTEK (Over The Ethernet Keying)	
General Console Features	
• Intuitive, Easy-to-Use Graphical User Interfaces (Elite or IED)	• Elite GUI is Highly Configurable to meet Unique Customer Needs
• Up to 8 Speakers	• Up to 2 Headsets
• Desk Microphone	• Footswitch
• Instant Recall Recorder Port for Radio Audio	• Instant Recall Recorder Port for Console Telephony Audio
• Local Logging Recorder Port	• Telephone Headset Port (for radio & telephone on one headset)
• General Transmit	• Instant Transmit
• Select/Unselect	• Multi-Select
• 15 Customizable Alert Tones (Trunking & Conventional)	• Channel Marker (Trunking & Conventional)
• VU Meter (On Screen)	• Integrated Tone Paging Encoder
• Patch (Standard & Permanent)	• Generic Auxiliary Inputs & Outputs
• ACIM Link to Console	
VPM Features	
• Supports up to 8 Speakers	• Supports up to 2 Headsets
• Supports one Desktop Microphone	• Supports one Footswitch

<ul style="list-style-type: none">• Telephone Headset Port (for radio & telephone on one headset)	<ul style="list-style-type: none">• Dedicated Private Auxiliary Inputs & Outputs
<ul style="list-style-type: none">• Instant Recall Recorder Port for Console Telephony Audio	<ul style="list-style-type: none">• Instant Recall Recorder Port for Radio Audio
<ul style="list-style-type: none">• Local Logging Recorder Port	<ul style="list-style-type: none">• External Paging Encoder Port
<ul style="list-style-type: none">• Ethernet Connection between VPM and PC (up to 200 meters)	<ul style="list-style-type: none">• Multiple Mounting Options

OPTIONS

The dispatch equipment options available are the following:

- Console Alias Manager.
- Auxiliary Inputs/Outputs.
- Conventional Channel Gateway.
- Conventional Site Controller.

Each of the options is described in more detail below.

Console Alias Manager

Motorola has provided the MKM 7000 Console Alias Manager (CAM) which manages the radio unit ID aliases that are displayed on MCC 7500 consoles. The CAM enables agencies that are sharing a radio system to make changes to the aliases that are displayed on their dispatch positions and logging recorders, without affecting the aliases displayed on the dispatch positions and logging recorders of other agencies on the system. CAM provides the functionality equivalent to the Alias Database Manager (ADM) from previous releases used for the Elite Gold series consoles.

A typical dispatch console uses many types of aliases to make it easier for dispatchers to do their jobs by providing meaningful, descriptive names instead of numeric ID numbers for different resources on the console. For example, aliases are used for:

- Trunking talkgroups and conventional channels.
- Aux I/Os.
- Secure keys used for voice encryption.
- Frequencies on multi-frequency conventional channels.
- PL codes on conventional channels using PL.
- Preconfigured pages.
- Radio unit IDs. (also called radio PTT IDs)

Most of these aliases are defined when the console is first installed and rarely or never change. But, radio unit IDs can change more often and thus need a way to easily make changes. The MKM 7000 Console Alias Manager satisfies this need.

The CAM supports aliases for radio unit IDs for ASTRO 25 trunking systems, ASTRO 25 conventional systems, MDC 1200 conventional systems, and Advanced Securenet conventional systems. When SmartX site converters are used with SmartZone or SMARTNET systems, the CAM supports aliases for those types of radio unit IDs as well. The CAM does not support aliases for systems connected via an ISSI link, neither will it support non-Motorola consoles connected via a CSSI link.

Auxiliary Inputs and Outputs

An Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user.

Supported Aux I/O Configurations

The following Aux I/O configurations are supported.

Aux I/O Configuration	Description
Momentary Input	This is an input where the user interface always shows the true state of the input.
Latched Input	This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state.
Momentary Output	This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button.
Latched Output	This output relay changes state only when the dispatch console user presses the button.
Interlocked Latched Output	This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated.

Conventional Channel Gateway Equipment

Conventional Channel Gateways (CCGWs) are used to interface analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. CCGWs provide 4-wire analog interfaces for analog channels and V.24 and IP digital interfaces for ASTRO 25 conventional channels. The platform that is hosting a CCGW may be solely dedicated to that task or it may also be used as a console site router or an RF site router, provided the WAN link is not redundant.

The enhanced GGM 8000-based CCGW is available for interfacing to conventional channels. The enhanced CCGW can support combinations of analog, MDC 1200, ACIM Link, digital and mixed mode channels simultaneously. Low density and high density versions of the enhanced CCGW are available.

- The low density version contains four analog ports and four V.24 ports plus an Ethernet port. Up to eight conventional channels can be connected to the analog and V.24 ports. The eight channels can be mixtures of analog, MDC 1200, ACIM Link, digital or mixed mode. In addition to the

eight channels connected to ports, up to 16 IP based channels can be supported. This brings the total number of channels supported on the low density version to 24.

- The high density version contains eight analog ports and eight V.24 ports plus an Ethernet port. Up to 16 conventional channels can be connected to the analog and V.24 ports. The 16 channels can be mixtures of analog, MDC 1200, ACIM Link, digital or mixed mode. In addition to the 16 channels connected to ports, up to 16 IP based channels can be supported. This brings the total number of channels supported on the high density version to 32.

Conventional Site Controllers

The conventional site controller allows dispatch console users to continue to access and control local conventional channels if connectivity to the radio system's controller is lost. This mode of operation is often called "fallback operation" or "site conventional operation". The conventional site controller is comprised of the GCP 8000 site controller hardware with different software to provide the conventional capabilities. When used as a conventional site controller, the GCP 8000 site controller is outfitted with a single site controller module rather than two site controller modules.

Only one conventional site controller is required per console site or conventional subsystem. This single conventional site controller is capable of supporting the full set of dispatch consoles, archiving interface servers and CCGWs that can be placed in a console site or conventional subsystem.

Accessories

The table shown below lists the accessories available for the MCC 7500 Dispatch Console.

NON-TOUCH MONITORS
17 INCH NON-TOUCH MONITOR, BLACK
19 INCH NON-TOUCH MONITOR, BLACK
22 INCH WIDE NON-TOUCH MONITOR, BLACK
24INCH WIDE NON-TOUCH MONITOR, BLACK
TOUCH SCREEN MONITORS
17 INCH MONITOR WITH TOUCH SCREEN, BLACK
ELO 1929LM 19IN LED COLOR MONITOR
22 INCH WIDE WITH TOUCH SCREEN MONITOR, BLACK
TRACKERBALL
TRACKERBALL (ONLY PS/2 & USB COMPATIBLE)
HEADSET BOTTOM
HDST MODULE BASE W/PTT, 15' CBL
HDST MODULE BASE W/PTT, 25' CBL
HEADSET TOP
SUPRAPLUS SINGLE MUFF HEADSET
SUPRAPLUS NC SINGLE MUFF HEADSET
SUPRAPLUS DUAL MUFF HEADSET
SUPRAPLUS NC DUAL MUFF HEADSET
INSTANT RECALL RECORDER
DUAL IRR SW USB HASP WITH LICENSE (V47)

COUNTY CONTRACT NUMBER 553982
 AGREEMENT WITH MOTOROLA SOLUTIONS INC FOR REGIONAL COMMUNICATIONS SYSTEM REPLACEMENT
 EXHIBIT A-4 EQUIPMENT LIST
 San Diego County
 Phase 2 Equipment Detail

SITE	ITEM	QTY	NOMENCLATURE	DESCRIPTION	PRICE
DIAGNOSTIC EQUIP	AEROFLEX	3	TT05345AA	P25 CONVENTIONAL WITH DES OFB TYPE III / 390XOPT200 / R2075A	\$ 6,353.10
DIAGNOSTIC EQUIP	AEROFLEX	3	TT05346AA	P25 TRUNKING VHF/UHF/700/800MHZ / 390XOPT201 / R2076A	\$ 7,622.10
DIAGNOSTIC EQUIP	AEROFLEX	3	TT05347AA	LSM GENERATE AND RECEIVE/ANALYSIS / 390XOPT204 / R2079A	\$ 25,412.40
DIAGNOSTIC EQUIP	AEROFLEX	3	TT05356AA	AUTOTEST II FOR P25 RADIO SYSTEMS / 390XOPT218 / R2083A	\$ 6,353.10
DIAGNOSTIC EQUIP	AEROFLEX	3	TT05375AA	EXTENDED WARRANTY 36 TOTAL MONTHS / W390X/203 / R2071A	\$ 3,685.50
DIAGNOSTIC EQUIP	AEROFLEX	3	DDN9837	20 AMP CURRENT SHUNT 0.01 OHM / AC24011 / R1794A	\$ 758.70
DIAGNOSTIC EQUIP	AEROFLEX	3	DDN9840	SOFT PADDED CARRYING CASE FOR AEROFLEX 3920 / AC25012	\$ 504.90
DIAGNOSTIC EQUIP	AEROFLEX	3	DDN9845	ACCESSORY POUCH / AC25029	\$ 126.90
DIAGNOSTIC EQUIP	AEROFLEX	3	DDN9847	ANTENNA BNC 50 MHZ / AC25042	\$ 156.60
DIAGNOSTIC EQUIP	ANRITSU	3	DSS412EBASE	ANRITSU S412E BASE UNIT WITH REQ'D. OPTIONS	\$ 63,115.20
DIAGNOSTIC EQUIP	ANRITSU	3	DS1091420R	DUAL DIRECTIONAL COUPLER, 40DB, 200W CW, 80-1000 MHZ	\$ 2,349.00
DIAGNOSTIC EQUIP	ANRITSU	3	DSSMPL1	PRECISION N(M) LOAD, 6.0 GHZ, 42DB	\$ 1,053.00
DIAGNOSTIC EQUIP	ANRITSU	3	DSS412E6GHZ	ANRITSU ADD 6 GHZ BW TO SPECTRUM AND NETWORK ANALYZER	\$ 25,920.00
DIAGNOSTIC EQUIP	ANRITSU	3	DSS412ETPS	ANRITSU HIGH ACCURACY POWER METER W/ USB SENSOR	\$ 9,849.60
DIAGNOSTIC EQUIP	ANRITSU	3	DSS412EP25	ANRITSU P25 ANALYZER AND P25 COVERAGE OPTION	\$ 20,331.00
DIAGNOSTIC EQUIP	ANRITSU	3	DSS412EO431	ANRITSU S412E OPTION 431 - COVERAGE MAPPING	\$ 8,100.00
DIAGNOSTIC EQUIP	ANRITSU	3	DSS412ES312	ANRITSU 3 YEAR EXT SERV - SEND TO ANRITSU STD CALIBRATION	\$ 5,248.80
DIAGNOSTIC EQUIP	GIGATESTER	3	DSMT9090ASTRO	ANRITSU MT9090 W/ GIGABIT ETHERNET TESTER OPTIONS	\$ 25,401.60
DIAGNOSTIC EQUIP	GIGATESTER	3	DSMT9090ASTRO3YR	ANRITSU MT9090A 3 YR EXT WARR ON MAINFRAME AND MODULE	\$ 950.40
DIAGNOSTIC EQUIP	POWER SENSOR	3	POWER SENSOR	ROHDE AND SCHWARZ POWER SENSOR	\$ 14,409.90
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 9,536.00
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	DS22WBLK	22 INCH WIDE NON-TOUCH MONITOR, BLACK	\$ 2,804.15
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 2,507.50
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$ 219.30
DISPATCH CONSOLE EQUIPMENT	MCC7500	2	B1912	MCC SERIES DESKTOP SPEAKER	\$ 720.00
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 200.00
DISPATCH CONSOLE EQUIPMENT	MCC7500	2	B1913	MCC SERIES HEADSET JACK	\$ 320.00
DISPATCH CONSOLE EQUIPMENT	MCC7500	2	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL	\$ 387.20
DISPATCH CONSOLE EQUIPMENT	MCC7500	2	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET	\$ 176.00
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$ 246.50
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	DDN2134	SOUND BLASTER AUDIGY FX PCIE SOUND CARD	\$ 64.88
DISPATCH CONSOLE EQUIPMENT	MCC7500	1	CDN6673	CREATIVE LABS INSPIRE A60	\$ 39.10
DISPATCH CONSOLE EQUIPMENT	CCGW	11	SQM01SUM0205	GGM 8000 GATEWAY	\$ 41,580.00
DISPATCH CONSOLE EQUIPMENT	CCGW	11	CA01616AA	ADD: AC POWER	\$ -
DISPATCH CONSOLE EQUIPMENT	CCGW	11	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	\$ 59,400.00
DISPATCH CONSOLE EQUIPMENT	AIS	4	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$ 10,030.00
DISPATCH CONSOLE EQUIPMENT	AIS	4	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 38,144.00

Page 461 of 1300

COUNTY CONTRACT NUMBER 553982
 AGREEMENT WITH MOTOROLA SOLUTIONS INC FOR REGIONAL COMMUNICATIONS SYSTEM REPLACEMENT
 EXHIBIT A-4 - EQUIPMENT LIST
 San Diego County
 Phase 2 Equipment Detail

SITE	ITEM	QTY	NOMENCLATURE	DESCRIPTION	PRICE
DISPATCH CONSOLE EQUIPMENT	AIS	4	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -
DISPATCH CONSOLE LICENSING	MASTER SITE	27	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)	\$ 110,025.00
DISPATCH CONSOLE LICENSING	MCC7500	1	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 9,600.00
DISPATCH CONSOLE LICENSING	MCC7500	1	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 4,000.00
DISPATCH CONSOLE LICENSING	MCC7500	1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$ 2,400.00
DISPATCH CONSOLE LICENSING	MCC7500	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 2,600.00
DISPATCH CONSOLE LICENSING	MCC7500	1	CA00182AB	ADD: AES ALGORITHM	\$ 600.00
DISPATCH CONSOLE LICENSING	MCC7500	1	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION	\$ 2,680.00
DISPATCH CONSOLE LICENSING	MCC7500	1	BLN1313	MCC 7500 / MCC 7100 INBOUND EVENT DISPLAY (IED) FIELD-ADD LIC	\$ 3,360.00
DISPATCH CONSOLE LICENSING	AIS	4	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 10,400.00
DISPATCH CONSOLE LICENSING	AIS	4	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION	\$ 10,720.00
DISPATCH CONSOLE LICENSING	AIS	4	CA00182AB	ADD: AES ALGORITHM	\$ 2,400.00
DISPATCH CONSOLE SOFTWARE	MCC7500	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$ 200.00
DISPATCH CONSOLE SOFTWARE	MCC7500	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG	\$ 40.75
DISPATCH CONSOLE SOFTWARE	MCC7500	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$ 140.25
DISPATCH CONSOLE SOFTWARE	MCC7500	1	DDN2089	DUAL IRR SW USB HASP WITH LICENSE (V47)	\$ 2,290.52
DISPATCH CONSOLE SOFTWARE	AIS	4	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	\$ 48,192.00
EMERY HILL ANT SUBSYS	TX ANT	2	DSSE4145F3PALDFPIP_P	ENC 4 DIPOLE ARRAY PATRN ADJ, 8.0-11.0DBD GAIN LOW PIM 746-869MHZ PIP	\$ 12,886.00
EMERY HILL ANT SUBSYS	TX ANT	4	DSCLAMP130	ALUMINUM 1.5-2.88 IN DIAMETER 1.5-2.88 IN DIAMETER	\$ 323.00
EMERY HILL ANT SUBSYS	UPPERJUMPR	50	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 148.75
EMERY HILL ANT SUBSYS	UPPERJUMPR	4	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 96.90
EMERY HILL ANT SUBSYS	UPPERJUMPR	4	TDN9289	221213 CABLE WRAP WEATHERPROOFING	\$ 74.80
EMERY HILL ANT SUBSYS	MAINLINE	200	L3617	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVAS-50FX)/FOOT	\$ 1,428.00
EMERY HILL ANT SUBSYS	MAINLINE	4	DDN1077	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)	\$ 135.15
EMERY HILL ANT SUBSYS	MAINLINE	10	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$ 191.25
EMERY HILL ANT SUBSYS	MAINLINE	2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP	\$ 48.45
EMERY HILL ANT SUBSYS	SURGE	2	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL	\$ 215.90
EMERY HILL ANT SUBSYS	SURGE	2	DSGSAKITD	GROUND STRAP KIT - DIN	\$ 59.50
EMERY HILL ANT SUBSYS	LOWERJUMPR	60	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 178.50
EMERY HILL ANT SUBSYS	LOWERJUMPR	4	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 96.90
EMERY HILL ANT SUBSYS	RFMIXING	30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 89.25
EMERY HILL ANT SUBSYS	RFMIXING	4	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	\$ 96.90
EMERY HILL ANT SUBSYS	RFMIXING	30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	\$ 57.38
EMERY HILL ANT SUBSYS	RFMIXING	4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	\$ 92.65
EMERY HILL ANT SUBSYS	RFMIXING	30	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	\$ 57.38
EMERY HILL ANT SUBSYS	RFMIXING	4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	\$ 92.65
EMERY HILL ANT SUBSYS	ANTACC	14	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK	\$ 386.75
EMERY HILL ANT SUBSYS	RX ANT	1	DSSC479HF1LDFD4NUP	COLLINEAR OMNI 9.5DBD LOW PIM NULL FILL PIP RATED, HD 746-869 4 DEG DT	\$ 4,808.45

Page 482 of 1300

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the acceptance of the County of San Diego's Community Enhancement Program grant funds of \$10,000 for the special event "A Kimball Holiday", with no matching funds required; 2) aut

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 3, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the acceptance of the County of San Diego's Community Enhancement Program grant funds of \$10,000 for the special event "A Kimball Holiday", with no matching funds required; 2) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego to receive FY18 Community Enhancement Program grant funds; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget.

PREPARED BY: Audrey Denham

DEPARTMENT: Community Services

PHONE: 336-4243

APPROVED BY:



EXPLANATION:

In February 2017, Community Services staff applied for the County of San Diego's Community Enhancement Program in order to expand the City's annual special event "A Kimball Holiday". The Community Enhancement Program is funded by a set percent of Transient Occupancy Tax revenues. The goal of the Community Enhancement Program is to stimulate tourism, promote the economy, create jobs, or provide a better quality of life. In June 2017, the City was awarded \$10,000 in grant funds. Community Enhancement Program grant funds must be used for the purpose of expanding "A Kimball Holiday", and cannot be used on event activities that have been funded through the City's General Fund budget. New activities at "A Kimball Holiday" will include: a snow play area, an outdoor movie screen and holiday themed movie, miniature train ride, a Reindeer Dash fun run/walk, arts and crafts for youth, and additional holiday décor.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

282-00000-3474 (Reimbursable Grants Citywide Fund county grants account) - \$10,000.00

282-441-340-264-0000 (Reimbursable Grants Citywide Fund promotional materials account) - \$10,000.00

No financial impact on the City's General Fund budget.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the resolution, 1) authorizing the acceptance of the County of San Diego's Community Enhancement Program grant funds of \$10,000; 2) authorizing the City Manager to execute an agreement between the City of National City and the County of San Diego; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Grant Agreement

P – 1001836
O – 12900
E – 53666
T – 001
A – 100122
Supplier # – 1114069

**COMMUNITY ENHANCEMENT PROGRAM
GRANT AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND City of National City**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and **City of National City**, a Municipal Corporation (Grantee) on _____.

WHEREAS during the 1982-83 fiscal year, the San Diego County Board of Supervisors established the Community Enhancement program; and

WHEREAS, pursuant to Board of Supervisors Policy B-58, the purpose of this Program is to provide funds to nonprofit and/or tax exempt organizations that promote and generate tourism and/or economic development at the regional and community levels throughout San Diego County; and

WHEREAS, the County funds this program primarily with the County's Transient Occupancy Tax; and

WHEREAS, on 06/27/2017 (11), the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay Grantee the amount of \$10,000.00. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **Kimball Holiday and Tree Lighting Celebration.**
3. **Term of Agreement.** The term of this Agreement shall be July 1, 2017 through June 30, 2018.
4. **Time Period for Use of Grant Funds and Documentation of Expenditures.**
 - (a) **Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 1 before the end of the Term of Agreement.**
 - (b) **Grantee shall complete Documentation of Contract Costs report setting forth Grantee's total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this documentation to the County's administrator promptly after spending the grant funds, but in no event later than 30 days after the end of the Term of Agreement specified above. If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation not later than 30 days after the end of the extended Term.**
 - (c) Grantee shall retain copies of all receipts, invoices, cash register tapes and other direct evidence of the expenditure of funds for which grant funds are used for the duration of the audit period specified in Paragraph 8.
 - (d) If the County's administrator:
 - (i) determines that the Grantee failed to spend all of the grant funds

- (ii) disallows any expenditure by Grantee;
- (iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement; or
- (iv) grant funds were used in a manner contrary to Paragraphs 2 or 5

Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within 7 County business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (e) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) and (c) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within 7 County business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator.
- (f) If Grantee incurs expenses before the County pays the grant under this Agreement, the County will reimburse Grantee in an amount not to exceed the amount specified in Paragraph 1 upon submission of documentation to County's administrator setting forth Grantee's actual expenditures for the purpose specified in Paragraph 2 and approval of the documentation by County's administrator.

5. Restrictions on use of grant funds.

- (a) Grant funds shall not be used for any purpose prohibited by laws governing the use of public funds including, but not limited to, religious purposes, political campaigning, or purely private purposes or activities.
- (i) If Grantee provides or participates in any activity for which public funds may not be used, such as religious activities, Grantee shall inform the County of this activity before accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.
- (b) Grantee shall not spend any grant funds on food or beverages.
- (c) Grantee shall not donate any grant funds to a third party.
- (d) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source.
- (e) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
- (f) Grantee shall comply with Board Policy B-58.
- (g) Grantee's failure to comply with any provision in Paragraph 5 shall constitute a material breach of this Agreement.

6. Administrator of Agreement. The Office of Financial Planning in the Auditor and Controller's Office shall administer this Agreement on behalf of the County, and **Shannon Bullock at (619) 336-4352** shall administer it on behalf of Grantee. County and Grantee may from time to time designate a different administrator by providing notice in the manner required by Paragraph 7.

7. Notice. All communications from Grantee to the County shall be sent to the Chief Financial Officer as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County: Chief Financial Officer
Office of Financial Planning
County of San Diego
1600 Pacific Highway Room 352
San Diego, CA 92101

Grantee: City of National City
City of National City National City branch
140 E. 12th Street, Suite B
National City, CA 91950

Notices that are personally served shall be deemed delivered on the date served. Notices sent by certified mail shall be deemed delivered 5 County business days after mailing. County and Grantee may from time to time designate a new address for providing notice by providing notice of the new address in accordance with this Paragraph.

8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available, within 5 County business days of the receipt of a request, to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County, California. Grantee shall maintain such records in an accessible location and condition for a period of not less than 4 years following receipt of final payment under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within 3 County business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 County business days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 County business days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.

12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.
13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain such insurance as will fully protect both Grantee and County from any or all claims under any workers' compensation act or employer's liability laws, and from any and all claims of whatsoever kind or nature for the damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from operations carried on under this Agreement, either by Grantee or by anyone directly or indirectly engaged or employed by Grantee. Grantee shall exonerate, indemnify and hold harmless County from and against, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Grantee and Grantee's employees engaged in performance of this Agreement. County and its agents and employees shall not be, or be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties, or effects of Grantee.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collective, "County Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of funds and/or Grantee's use of County funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation; however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.

22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

23. **(Reserved)**

24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above.

25. **Remedies.** Unless otherwise expressly provided herein, the rights and remedies in this Agreement are in addition to, and not a limitation on, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

26. **Prevailing Wage.** To the extent this grant funds construction, alteration, demolition, installation, repair, refuse and ready mix concrete hauling, or maintenance work and the amount of the grant exceeds \$1,000, the project funded by the grant shall be deemed a “public work” for prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the State’s prevailing wage laws. Grantee shall be solely responsible for ensuring prevailing wages are paid when owed.

Projects subject to the payment of prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Grantee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State’s prevailing wage regulations. Information regarding the State’s prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at www.dir.ca.gov, Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: _____
Deputy Chief Administrative Officer/Auditor
and Controller
or Designated Representative

Ebony N. Shelton, Director
Office of Financial Planning

By: _____ Date _____
Authorized signatory

Print name and title

[Note: Person signing on behalf of Grantee must be authorized by Grantee’s Board of Directors to sign this Agreement and must be same person Grantee listed in its funding application as being authorized to sign.]

THIS PAGE LEFT BLANK INTENTIONALLY

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Harvest Fest hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 31, 2017 from 6 p.m. to 9 p.m. with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Temporary Use Permit – Harvest Fest hosted by Cornerstone Church of San Diego at 1914 Sweetwater Road on October 31, 2017 from 6 p.m. to 9 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from Cornerstone Church of San Diego to conduct a Harvest Festival at 1914 Sweetwater Road on October 31, 2017 from 6 p.m. to 9 p.m. Set up for the event will commence at 12:00 p.m. on the day of the event.

This event will include live Christian music, inflatable bouncer slide, game booths, and food booths. Tower lights to provide extra lighting. Applicant will provide their own stage and audio equipment.

Note: This will mark the 13th Annual Harvest Festival event by Cornerstone Church of San Diego.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of has incurred \$237.00 for processing the TUP through various City departments.

Total Fees \$237.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☒ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title Harvest Fest

Event Location (list all sites being requested) Cornerstone Church of San Diego

Event Times

Set-Up Starts
Date 10/31/17 Time 12:00pm Day of Week Tuesday

Event Starts
Date 10/31/17 Time 6:00pm Day of Week Tuesday

Event Ends
Date 10/31/17 Time 9:00pm Day of Week Tuesday

Breakdown Ends
Date 10/31/17 Time 11:00pm Day of Week Tuesday



Applicant Information

Applicant (Your name) Shannon Bryant Sponsoring Organization Cornerstone Church

Event Coordinator (if different from applicant) N/A

Mailing Address 1014 Sweetwater Rd National City 91950

Day Phone 619-425-9333 After Hours Phone 619-841-6082 Cell _____ Fax _____

Public Information Phone 619-425-9333 E-mail godsladymarie@gmail.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Shannon Bryant Digitally signed by Shannon Bryant
Date: 2017.02.15 11:36:48 -08'00' Date 8/10/17

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 2,000 Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

This is a community event that provides an alternative to Halloween. There will be food, games, and entertainment.

Estimated Attendance

Anticipated # of Participants: 600 Anticipated # of Spectators: 600

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Cornerstone Church
security and traffic ministries.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: Tower lights will be rented to
illuminate the parking lot, along with existing property lighting.

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☒ No ☐

☐ First aid station to be staffed by professional company. ► Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We will have the restrooms to our facility open which are ADA compliant

Elements of your Event

Setting up a stage? Yes ☒ No ☐

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☒ Applicant providing own stage. ► 20x28 (Dimensions)

Setting up canopies or tents?

5 # of canopies size 10X10

 # of tents size

☐ No canopies/tents being set up

Setting up tables and chairs?

☒ Furnished by Applicant or Contractor

20 # of tables ☐ No tables being set up

150 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

 # of tables ☐ No tables being set up

 # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

- ☐ Sporting Equipment (explain) _____
- ☐ Other (explain) _____

☒ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☒ No ☐

☒ PA System for announcements ☒ CD player or DJ music

☒ Live Music ▶ ☒ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name Cornerstone Worship Ministry

▶ 1914 Sweetwater Rod National City, CA 619-425-9333
Address City/State Phone Number

Using lighting equipment at your event? Yes ☒ No ☐

☒ Bringing in own lighting equipment

☐ Using professional lighting company. ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

☒ Using on-site electricity ☒ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☒ No ☐

☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ # ¹ _____ ▶ Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

☐ Vendors selling food # _____ ▶ Business License #(s) _____

☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

☒ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☒ Inflatable bouncer slide # ¹ _____ ☒ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # ⁵ _____

☒ What will signs/banners say? Event title, activities, date and hours, Location Sweetwater Rd Intersection by CVS

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

► Total number of portable toilets: _____

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____

► Load-in Day & Time _____ Company _____ Phone _____
► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ► # of set-up day(s) _____

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____
- ☐ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Harvest Fest</u>	
Event Address: <u>Cornerstone Church of San Diego</u>	Expected # of Attendees: <u>1500</u>
Event Host/Coordinator: <u>Shannon Bryant</u>	Phone Number: <u>619-425-9333</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>15</u>	✓		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>5</u>	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			✓
Do all storm drains have screens to temporarily protect trash and debris from entering?			✓
Are spill cleanup kits readily available at designated spots?			✓

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Cornerstone Church of San Diego

Person in Charge of Activity: Mike Ramirez

Address: 1914 Sweetwater Road National City, CA. 91950

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

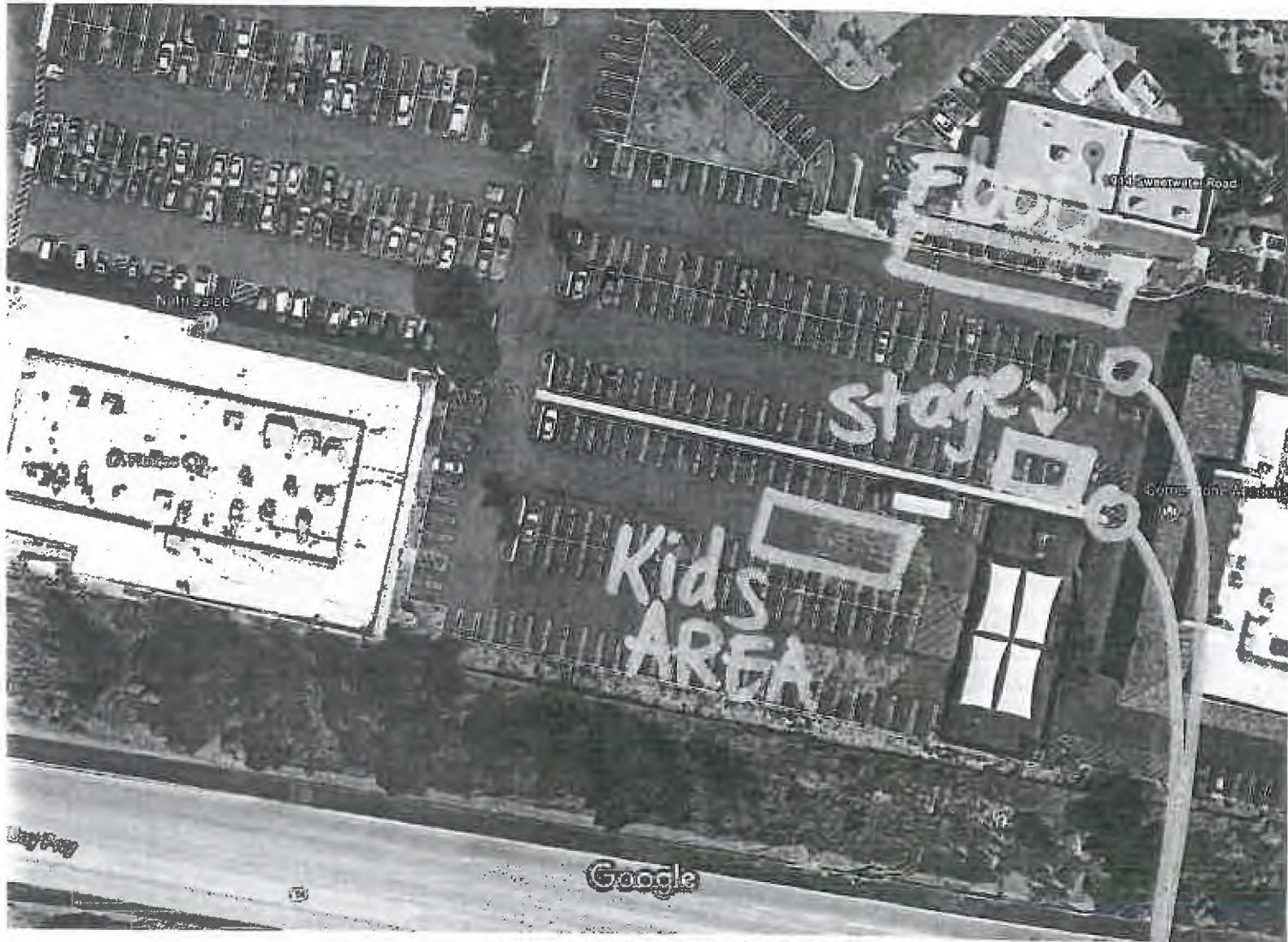
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: Shannon Bryant Digitally signed by Shannon Bryant
Date: 2017.02.15 15:12:35 -08'00'

Official Title: Hospitality Director Date: 8/31/17

For Office Use Only

Certificate of Insurance Approved _____ Date _____



Imagery ©2017 Google, Map data ©2017 Google United States 50 ft



1914 Sweetwater Rd
National City, CA 91950

- Fire hydrant
- Fire Dept. Connections
- Backflow Device

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Cornerstone Church**

EVENT: **Harvest Fest**

DATE OF EVENT: **October 31, 2017**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

Speakers and lights shall be directed away from neighboring residential properties.

Engineering

No comments

POLICE DEPARTMENT

There are no stipulation from the Police Department. We will notify the on duty personnel of the event. They will provide extra patrol during their unobligated times.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement.

COMMUNITY SERVICES

No involvement

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

No involvement

FINANCE

All Food servers/preparers should have a Food Handler’s card/Health Permit from the Health Department.

**Inspection Required
No Fee's unless changes are made to TUP**

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways
- 2) Fire Department access into and through booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) Provide a 2A:10BC fire extinguisher at stage area. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. *See Attached*
- 7) Internal combustion power sources that may be used for inflatables, shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use
- 8) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away stage area
- 9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all rides, cooking areas, game booths, etc.

- 11) If tents or canopies are used, the following information shall apply:
- Tents having an area from 0-200 square feet shall be \$200.00
 - Tents having an area more than 201 square feet shall be \$400.00
 - Canopies having an area from 0-400 square feet shall be no charge.
 - Canopies from 401-500 square feet shall be \$250.00.
 - Canopies from 501-600 square feet shall be \$300.00.
 - Canopies from \$601.00 or greater shall be \$400.00.
 - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
 - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.
- A ten feet separation distance must be maintained between tents and canopies.** A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet State Fire Marshal approval for cooking. See Fire Marshal for required explanation***
- 12) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of tents or canopies.
- 13) All cooking booths or areas to have one 2A:10BC fire extinguisher. **If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required.** See Fire Marshal for required explanation. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 14) First Aid will be provided by Cornerstone Church of San Diego personnel.
- 15) Provide Blow Up Slide vendors California State Fire Marshal Certificate for Flame Resistance.
- 16) Carnivals and Fairs require a \$500 Permit.
- 17) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of one hundred (\$200.00) dollars.

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended July 31, 2007. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended July 31, 2017.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending July 31, 2017.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended July 31, 2017.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/01/2017	60934N807	2,300.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	2,300.00	0.00	2,300.00	0.00
Purchase	07/05/2017	60934N807	244.35	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	244.35	0.00	244.35	0.00
Purchase	07/07/2017	06538BY80	595,000.00	Bank of Tokyo Mitsubishi NY Discount CP 1.33% Due 11/8/2017	99.542	1.35 %	592,274.24	0.00	592,274.24	0.00
Purchase	07/12/2017	60934N807	1,837.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	1,837.50	0.00	1,837.50	0.00
Purchase	07/12/2017	89233GZB5	600,000.00	Toyota Motor Credit Discount CP 1.26% Due 12/11/2017	99.468	1.28 %	596,808.00	0.00	596,808.00	0.00
Purchase	07/14/2017	02665WAZ4	400,000.00	American Honda Finance Note 2.45% Due 9/24/2020	101.462	1.98 %	405,848.00	2,994.44	408,842.44	0.00
Purchase	07/14/2017	594918BG8	270,000.00	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	100.370	1.88 %	270,999.00	1,065.00	272,064.00	0.00
Purchase	07/15/2017	60934N807	3,600.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	3,600.00	0.00	3,600.00	0.00
Purchase	07/15/2017	90LAIF\$00	80,206.86	Local Agency Investment Fund State Pool	1.000	1.01 %	80,206.86	0.00	80,206.86	0.00
Purchase	07/16/2017	60934N807	2,025.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	2,025.00	0.00	2,025.00	0.00
Purchase	07/17/2017	857477AV5	400,000.00	State Street Bank Note 1.95% Due 5/19/2021	99.014	2.22 %	396,056.00	1,256.67	397,312.67	0.00
Purchase	07/18/2017	47788BAB0	170,000.00	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	99.991	1.60 %	169,985.23	0.00	169,985.23	0.00
Purchase	07/20/2017	36164KAG6	600,000.00	GE Capital Treasury LLC Discount CP 1.3% Due 1/16/2018	99.350	1.33 %	596,100.00	0.00	596,100.00	0.00
Purchase	07/20/2017	60934N807	2,531.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	2,531.25	0.00	2,531.25	0.00
Purchase	07/24/2017	91159HHL7	400,000.00	US Bancorp Callable Note 1X 12/29/2020 2.35% Due 1/29/2021	101.009	2.05 %	404,036.00	4,569.44	408,605.44	0.00
Purchase	07/26/2017	912828J50	600,000.00	US Treasury Note 1.375% Due 2/29/2020	99.735	1.48 %	598,408.26	3,317.94	601,726.20	0.00
Purchase	07/26/2017	912828L32	360,000.00	US Treasury Note 1.375% Due 8/31/2020	99.364	1.59 %	357,709.02	1,990.76	359,699.78	0.00
Purchase	07/26/2017	912828UV0	200,000.00	US Treasury Note 1.125% Due 3/31/2020	99.047	1.49 %	198,094.42	719.26	198,813.68	0.00
Purchase	07/28/2017	22160KAJ4	400,000.00	Costco Wholesale Corp Note 2.15% Due 5/18/2021	100.302	2.07 %	401,208.00	1,672.22	402,880.22	0.00
Purchase	07/29/2017	60934N807	4,700.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	4,700.00	0.00	4,700.00	0.00
Purchase	07/31/2017	60934N807	7,618.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.62 %	7,618.75	0.00	7,618.75	0.00
Subtotal			5,100,063.71				5,092,589.88	17,585.73	5,110,175.61	0.00
TOTAL ACQUISITIONS			5,100,063.71				5,092,589.88	17,585.73	5,110,175.61	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	07/07/2017	60934N807	592,274.24	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	592,274.24	0.00	592,274.24	0.00
Sale	07/12/2017	60934N807	596,808.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	596,808.00	0.00	596,808.00	0.00
Sale	07/14/2017	60934N807	680,906.44	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	680,906.44	0.00	680,906.44	0.00
Sale	07/17/2017	60934N807	397,312.67	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	397,312.67	0.00	397,312.67	0.00
Sale	07/18/2017	60934N807	169,985.23	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	169,985.23	0.00	169,985.23	0.00
Sale	07/20/2017	60934N807	596,100.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	596,100.00	0.00	596,100.00	0.00
Sale	07/24/2017	60934N807	408,605.44	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	408,605.44	0.00	408,605.44	0.00
Sale	07/26/2017	60934N807	1,160,239.66	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	1,160,239.66	0.00	1,160,239.66	0.00
Sale	07/28/2017	60934N807	402,880.22	Federated Investors Govt Oblig Fund Inst.	1.000	0.59 %	402,880.22	0.00	402,880.22	0.00
Subtotal			5,005,111.90				5,005,111.90	0.00	5,005,111.90	0.00
Security drawal	07/07/2017	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security drawal	07/18/2017	60934N807	1,916.09	Federated Investors Govt Oblig Fund Inst.	1.000		1,916.09	0.00	1,916.09	0.00
Security drawal	07/21/2017	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Security Withdrawal	07/31/2017	90SDCP\$00	20,000.00	County of San Diego Pooled Investment Pool	1.000		20,000.00	0.00	20,000.00	0.00
Subtotal			2,021,916.09				2,021,916.09	0.00	2,021,916.09	0.00
TOTAL DISPOSITIONS			7,027,027.99				7,027,027.99	0.00	7,027,027.99	0.00
OTHER TRANSACTIONS										
Interest	07/01/2017	3133EFW52	400,000.00	FFCB Note 1.15% Due 7/1/2019	0.000		2,300.00	0.00	2,300.00	0.00
Interest	07/12/2017	3137EADN6	490,000.00	FHLMC Note 0.75% Due 1/12/2018	0.000		1,837.50	0.00	1,837.50	0.00
Interest	07/15/2017	912828S43	435,000.00	US Treasury Note 0.75% Due 7/15/2019	0.000		1,631.25	0.00	1,631.25	0.00
Interest	07/15/2017	912828XK1	450,000.00	US Treasury Note 0.875% Due 7/15/2018	0.000		1,968.75	0.00	1,968.75	0.00
Interest	07/16/2017	94974BFG0	270,000.00	Wells Fargo Corp Note 1.5% Due 1/16/2018	0.000		2,025.00	0.00	2,025.00	0.00
Interest	07/20/2017	3135G0E33	450,000.00	FNMA Note 1.125% Due 7/20/2018	0.000		2,531.25	0.00	2,531.25	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	07/29/2017	91159HHL7	400,000.00	US Bancorp Callable Note 1X 12/29/2020 2.35% Due 1/29/2021	0.000		4,700.00	0.00	4,700.00	0.00
Interest	07/31/2017	912828SD3	400,000.00	US Treasury Note 1.25% Due 1/31/2019	0.000		2,500.00	0.00	2,500.00	0.00
Interest	07/31/2017	912828TH3	400,000.00	US Treasury Note 0.875% Due 7/31/2019	0.000		1,750.00	0.00	1,750.00	0.00
Interest	07/31/2017	912828UL2	490,000.00	US Treasury Note 1.375% Due 1/31/2020	0.000		3,368.75	0.00	3,368.75	0.00
	Subtotal		4,185,000.00				24,612.50	0.00	24,612.50	0.00
Dividend	07/05/2017	60934N807	7,026,264.28	Federated Investors Govt Oblig Fund Inst.	0.000		244.35	0.00	244.35	0.00
Dividend	07/15/2017	90LAIF\$00	2,912,812,615.42	Local Agency Investment Fund State Pool	0.000		80,206.86	0.00	80,206.86	0.00
	Subtotal		2,919,838,879.70				80,451.21	0.00	80,451.21	0.00
ALL OTHER TRANSACTIONS							105,063.71	0.00	105,063.71	0.00

The following page(s) contain the backup material for Agenda Item: Warrant Register #7 for the period of 08/09/17 through 08/15/17 in the amount of \$1,803,390.22. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #7 for the period of 08/09/17 through 08/15/17 in the amount of \$1,803,390.22.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/09/17 through 08/15/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
SDG&E	330331	84,097.49	Wastewater / Gas & Electric Utilities
Springboard CDFI	734298	70,000.00	FTHB Loan – 830 Edgerton Way
Adminsure Inc	734418	111,155.88	W/C Acct Replenishment Jul 2017
Public Emp Ret System	8092017	245,659.79	Service Period 07/18/17 – 07/31/17

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$1,803,390.22.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,803,390.22

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 7



WARRANT REGISTER #7
8/15/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACADEMI TRAINING CENTER LLC	RANGE SHOOTING / PD	330297	8/15/17	2,000.00
AGUIRRE, C	REIMB ECON DEV FINANCING TRAINING	330298	8/15/17	2,256.20
ALDEMCO	FOOD / NUTRITION CENTER	330299	8/15/17	11,194.96
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT OUTREACH SVC. JUNE 17 / NSD	330300	8/15/17	12,533.50
ASPEN RISK MANAGEMENT GROUP	RISK MANAGEMENT CONSULTANT SERVICES	330301	8/15/17	2,700.00
AZTEC APPLIANCE	CITY WIDE APPLIANCE PURCHASES / PW	330302	8/15/17	144.39
BARRETT ENGINEERED PUMPS INC	CITY WIDE ON SITE PUMP/MOTOR REPAIR	330303	8/15/17	16,066.13
BOOT WORLD	MOP# 64096 SAFETY BOOTS / PW	330304	8/15/17	175.33
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 GENERAL SUPPLIES / PW	330305	8/15/17	100.59
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 ELECTRIC PARTS / PW	330306	8/15/17	64.37
CLF WAREHOUSE INC	MOP#80331 GENERAL SUPPLIES / PW	330307	8/15/17	103.18
COAST ENERGY SOLUTION	REFUND OF BUILDING FEE	330308	8/15/17	360.65
CPCA	TRAINING TUITION CHIEF/CITY MANAGER TEAM	330309	8/15/17	960.00
CSA SAN DIEGO COUNTY	FAIR HOUSING SERVICES/HED	330310	8/15/17	10,280.94
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2018	330311	8/15/17	1,875.46
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY 2017	330312	8/15/17	8,206.82
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE AND MAINTENANCE	330313	8/15/17	28,980.00
GRAINGER	MOP#65179 GENERAL SUPPLIES / PW	330314	8/15/17	1,143.88
HILTON PALM SPRINGS	CACEO SEMINAR HOTEL / NSD	330315	8/15/17	705.12
MASON'S SAW	MOP# 45729 EQUIPMENT SUPPLIES / PARKS PW	330317	8/15/17	961.85
METRO AUTO PARTS DISTRIBUTOR	MOP# 75943 AUTO SUPPLIES / FLEET PW	330318	8/15/17	650.98
NATIONAL RECREATION AND PARK ASSOC	MEMBERSHIP FY 2018 / CSD	330319	8/15/17	650.00
OPPER & VARCO LLP	TOD PROJECT - OPFER & VARCO LLP	330320	8/15/17	97.50
O'REILLY AUTO PARTS	MOP# 75877 SMALL SHOP SUPPLIES / PW	330321	8/15/17	59.44
PALMA, A	REIMB HUD CONFERENCE	330322	8/15/17	198.33
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO SUPPLIES / PW	330323	8/15/17	411.69
PRO BUILD	MOP#45707 GENERAL SUPPLIES / PW	330324	8/15/17	3,204.85
PROJECT PROFESSIONALS CORP	WAYFINDING	330325	8/15/17	8,971.37
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	330326	8/15/17	611.84
RON BAKER CHEVROLET	MOP#45751 AUTO PARTS / PW	330327	8/15/17	23.03
S & J BUILDERS & RESTORATION	REPAIR TO STRUCTURAL DAMAGE TO FIRE	330328	8/15/17	15,670.00
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO PARTS / PW	330329	8/15/17	137.07
SDCHCC	SD COUNTY HISPANIC CHAMBER MEMBERSHIP	330330	8/15/17	149.00
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITIES	330331	8/15/17	84,097.49
SITEONE LANDSCAPE SUPPLY LLC	MOP#45720 LANDSCAPE SUPPLIES / PW	330332	8/15/17	632.62
SMART & FINAL	SNACKS FOR CASA DE SALUD / CSD	330333	8/15/17	87.67
SMART SOURCE OF CALIFORNIA LLC	PATCH BROCHURE / PD	330334	8/15/17	714.49
SOUND SOLUTION AUTO STYLING	WINDOW TINT TAURUS / PW	330335	8/15/17	110.00
SOUTHERN CALIF TRUCK STOP	MOP#45758 PROPANE AND OIL SUPPLIES / PW	330336	8/15/17	75.97
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES CAMACHO / CSD	330337	8/15/17	760.16
STARDUST INN	RELOC COSTS STARDUST INN / HOUSING	330338	8/15/17	2,219.88
SUPERIOR READY MIX	COLD MIX ASPHALTS & TACK OIL / PW	330339	8/15/17	2,571.48
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER UTILITIES	330340	8/15/17	470.79
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC PAINT / PW	330341	8/15/17	488.02
THE SHERWIN WILLIAMS CO	MOP#77816 PAINT SUPPLIES / PW	330342	8/15/17	444.76
TOPECO PRODUCTS	MOP# 63849 SUPPLIES FOR SIGNS/ PW	330343	8/15/17	72.80
U S BANK	CREDIT CARD EXPENSES / POLICE	330344	8/15/17	5,465.95
UNITED ROTARY BRUSH CORP	MOP#62883 AUTO SUPPLIES / PW	330345	8/15/17	1,201.54
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 AUTO SUPPLIES / PW	330346	8/15/17	1,635.07
VISTA PAINT	MOP#68384 TRAFFIC PAINT / PW	330347	8/15/17	1,375.19



**WARRANT REGISTER #7
8/15/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	330348	8/15/17	1,147.10
WESTFLEX INDUSTRIAL	MOP#63850 AUTO SUPPLIES / PW	330349	8/15/17	54.66
WILLY'S ELECTRONIC SUPPLY	MOP#45763 ELECTRIC SUPPLIES / PW	330350	8/15/17	37.52
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION / SABALA / PD	330351	8/15/17	160.00
SABALA, A	TRAINING ADV SUB / PD	330352	8/15/17	384.00
YOUNG, G	TRAINING FBI ACADEMY - YOUNG / PD	330353	8/15/17	255.00
A/P Total				236,110.63
WIRED PAYMENTS				
EDD	UNEMPLOYMENT INS 04/01/17 - 6/30/17	376756	8/11/17	1,453.00
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE JUL 2017	615077	8/11/17	507.00
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET JULY 2017	734277	8/11/17	25,915.21
SPRINGBOARD CDFI	FTHB LOAN - 830 EDGERTON WAY IN NATIONAL	734298	8/10/17	70,000.00
ADMINSURE INC	W/C ACCT REPLENISHMENT JUL 2017	734418	8/11/17	111,155.88
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 07/18/17 - 07/31/17	8092017	8/9/17	245,659.79
PAYROLL				
Pay period	Start Date	End Date	Check Date	
17	8/1/2017	8/14/2017	8/23/2017	1,112,588.71
GRAND TOTAL				<u>\$ 1,803,390.22</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 3RD OF OCTOBER 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #8 for the period of 08/16/17 through 08/22/17 in the amount of \$987,526.96. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #8 for the period of 08/16/17 through 08/22/17 in the amount of \$987,526.96.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/16/17 through 08/22/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Law Offices of T. A Scott	330355	200,000.00	Liability Claim Cost
Ace Electric Inc	330364	346,277.85	El Toyon & Las Palmas Lighting Prjt
KTU&A	330386	94,367.01	NC Downtown Specific Project
SDG&E	330399	90,070.91	Facilities Div. Gas & Electric Utilities
STC Traffic Inc	330405	76,664.00	Pedestrian Midblock Crossing Prjct

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$987,526.96.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$987,526.96

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 8



WARRANT REGISTER #8
8/22/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
REGIONAL TRAINING CENTER	REGIONAL TRAINING CENTER CLASS / PLANNING	330354	8/22/17	199.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES / RISK	330355	8/22/17	11,250.00
LAW OFFICES OF TIMOTHY A SCOTT	LIABILITY CLAIM COST	330356	8/22/17	200,000.00
ABLE PATROL & GUARD	SECURITY GUARD SERVICE FOR FY2018 /LIBRARY	330357	8/22/17	3,119.33
AMAZON	BOOKS / LIBRARY	330358	8/22/17	114.37
BAKER & TAYLOR	BOOKS / LIBRARY	330359	8/22/17	2,076.33
BRODART CO	BOOKS / LIBRARY	330360	8/22/17	203.66
CALIFA GROUP	CALIFA MEMBERSHIP RENEWAL 7/1/17 - 6/30/17	330361	8/22/17	400.00
EBSCO INFORMATION SERVICES	EBSCO DATABASE SUBSCRIPTION / LIBRARY	330362	8/22/17	16,899.00
SIRSIDYNIX 774271	SINGLE MATTE-LAM BARCODES / LIBRARY	330363	8/22/17	505.01
ACE ELECTRIC INC	EL TOYON AND LAS PALMAS LIGHTING PROJECT	330364	8/22/17	346,277.85
ALEXANDRA SILBER	DECROPSY / PD	330365	8/22/17	400.00
AT&T	AT&T PHONES JULY 2017	330367	8/22/17	352.85
AT&T	AT&T PHONES JULY 2017	330368	8/22/17	69.96
ATKINS NORTH AMERICA INC	ALLEY DESIGN SERVICES / ENG	330369	8/22/17	17,790.66
CHILDREN'S HOSPITAL	SAFE ROUTES TO SCHOOL PROGRAM	330370	8/22/17	18,599.38
CITY OF CHULA VISTA	JUNE 2017 ANIMAL FEES / PD	330371	8/22/17	37,553.11
CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2017	330372	8/22/17	924.65
COMMUNITY ROWING OF SD	LEARN TO ROW SUMMER CAMP CLASSES / CSD	330373	8/22/17	3,312.00
COX COMMUNICATIONS	COX CABLE SERVICES AUGUST 2017	330374	8/22/17	3,532.77
DALEY & HEFT LLP	LIABILITY CLAIM COST	330375	8/22/17	5,711.01
DALEY & HEFT LLP	LIABILITY CLAIM COST	330376	8/22/17	485.40
DAVENPORT HOTELS	2017 NACOLE CONFERENCE	330377	8/22/17	1,484.10
DEPT OF TOXIC SUBSTANCE CONTROL	EPA ID & MANIFEST FEE	330378	8/22/17	215.00
D-MAX ENGINEERING	CALFIRE URBAN FORESTRY GRANT	330379	8/22/17	11,507.50
EVCON ASSOCIATES LLC	ECONOMIC DEVELOPMENT SERVICES	330380	8/22/17	4,000.00
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS / PW	330381	8/22/17	10.47
GOLDEN WEST COLLEGE	TRAINING TUITION SWAT LUCKY PD	330382	8/22/17	424.00
HAAKER EQUIPMENT COMPANY	STRAINER / SEWER DIVISION PW	330383	8/22/17	427.20
HERNANDEZ, R	TRAVEL REIMB / FIRE-RESCUE MED CONFERENCE	330384	8/22/17	134.15
INTERNATIONAL CODE COUNCIL	ICC MEMBERSHIP / BUILDING	330385	8/22/17	240.00
KTU&A	NC DOWNTOWN SPECIFIC PROJECT	330386	8/22/17	94,367.01
MABPA	MABPA LUNCHEON / AUGUST/ COUNCIL	330387	8/22/17	25.00
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	330388	8/22/17	260.94
MALLORY SAFETY & SUPPLY LLC	SNAP HOOKS SUPPLIES - PARKS PW	330389	8/22/17	224.54
MYERS AND SONS	PEDESTRIAN BARRICADE TYPE 1 WET SET	330390	8/22/17	342.67
NACOLE	2017 NACOLE CONFERENCE REGISTRATION	330391	8/22/17	1,332.00
NGUYEN, L	TRAINING ADV SUB SWAT / PD	330392	8/22/17	1,725.30
ORKIN	PEST CONTROL SERVICES / JULY 2017	330393	8/22/17	437.36
PENSKE FORD	R&M CITY VEHICLES FOR FY 2018	330394	8/22/17	53.65
PROJECT PROFESSIONALS CORP	EL TOYON & LAS PALMAS PARK PROJECT	330395	8/22/17	4,720.73
RIVERSIDE COMMUNITY	TRAINING TUITION PUBLIC SAFETY HONOR GUARD	330396	8/22/17	174.00
SAN DIEGO HYDRAULICS	SEAL KIT REPLACEMENT - FLEET PW	330398	8/22/17	346.43
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	330399	8/22/17	90,070.91
SILVERGATE FINANCIAL INC	T&A #962 CANYON RIDGE HOMES	330400	8/22/17	10,717.60
SMART SOURCE OF CALIFORNIA LLC	MOP SMART SOURCE PD WHISTLES	330401	8/22/17	580.74
SOUTH BAY MOTORSPORTS	R&M CITY VEHICLES AS NEEDED FY 2018	330402	8/22/17	1,098.91
SPARKLETTS	WATER SERVICES / JULY 2017	330403	8/22/17	30.74
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE ENGINEERING	330404	8/22/17	191.27
STC TRAFFIC INC	PEDESTRIAN MIDBLOCK CROSSING PROJECT	330405	8/22/17	76,664.00



WARRANT REGISTER #8
8/22/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SUPERIOR READY MIX	CONCRETE DELIVERY SERVICES / PW	330406	8/22/17	282.61
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL FY 2018	330407	8/22/17	482.36
TARGET SPECIALTY PRODUCTS	WALKING SPRAY BOOM / PW	330408	8/22/17	1,266.41
THE COUNSELING TEAM	EMPLOYEE SUPPORT SVC FOR FD ON 6/7/17	330409	8/22/17	1,706.25
THE HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	330410	8/22/17	421.09
TODD PIPE & SUPPLY LLC	CITY WIDE PLUMBING MATERIALS & PARTS	330411	8/22/17	1,296.40
U S BANK	CREDIT CARD EXPENSES / POLICE	330412	8/22/17	2,669.37
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2018	330413	8/22/17	270.70
VERIZON WIRELESS	VERIZON WIRELESS JULY 2017	330414	8/22/17	1,009.28
VISTA PAINT	TRAFFIC PAINT FOR STREETS	330415	8/22/17	1,215.19

A/P Total 982,202.22

SECTION 8 HAPS

Start Date

End Date

8/16/2017

8/22/2017

5,324.74

GRAND TOTAL

\$ 987,526.96

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 3RD OF OCTOBER 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #9 for the period of 08/23/17 through 08/29/17 in the amount of \$1,808,798.21. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #9 for the period of 08/23/17 through 08/29/17 in the amount of \$1,808,798.21.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/23/17 through 08/29/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dell Marketing L P	330439	63,203.59	Optiplex 3030 All in One Build/MIS
Medifit Community Svcs LLC	330455	72,040.03	Management Fee June 2017
Public Emp Ret System	8252017	229,121.86	Service Period 08/01/17 – 08/14/17

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$1,808,798.21.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,808,798.21

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 9



WARRANT REGISTER #9
8/29/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
REGIONAL TRAINING CENTER	TRAINING CONSORTIUM FEES FY17-18	330416	8/29/17	2,572.00
4 ALL PROMOS	KEYCHAINS FOR THE EFM PROGRAM / PD	330417	8/29/17	2,561.65
AIRGAS WEST	MOP# 45714 SAFETY SUPPLIES / PARKS	330418	8/29/17	264.00
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	330419	8/29/17	1,878.60
AMEDEE, W	MILEAGE REIMBURSEMENT	330420	8/29/17	14.45
AMERICAN AWARDS	TROPHY LG / CSD	330421	8/29/17	251.79
AWARD MASTER	THE LADY GLITZ CROWN / CSD	330422	8/29/17	356.94
BEST BUY BUSINESS	CONTROLLERS FOR PS4 AT CASA DE SALUD / CSD	330423	8/29/17	279.70
BILLIARD DIRECT INC	SERVICE TO MOVE THE POOL TABLE / CSD	330424	8/29/17	461.05
BOOT WORLD	MOP# 64096 SAFETY BOOTS / PW	330425	8/29/17	847.41
BROWDER, M	TRAINING REIMB DISPATCH / POLICE	330426	8/29/17	307.86
BSN SPORTS	SPORTS EQUIPMENT FOR CASA DE SALUD / CSD	330427	8/29/17	385.43
CARTEGRAPH SYSTEMS INC	CDP PARTNER HOSTING 09/01/17 - 08/31/18	330428	8/29/17	39,600.00
CELLEBRITE USA INC	CELLEBRITE SERVICE FY 18	330429	8/29/17	3,700.00
CLEAN HARBORS	HOUSEHOLD HAZARDOUS WASTE / PW	330430	8/29/17	966.96
CLF WAREHOUSE INC	MOP#80331 AUTO PARTS / FLEET PW	330431	8/29/17	246.19
COMMUNITY ROWING OF	LEARN TO ROW SUMMER CAMP / CSD	330432	8/29/17	1,104.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	330433	8/29/17	8,920.50
COX COMMUNICATIONS	COX DATA SERVICES FY18	330434	8/29/17	403.87
CPP PRINTING	MOUNTED POSTER FOR MISS NATIONAL CITY	330435	8/29/17	99.80
CULLIGAN	WATER SOFTENER / NUTRITION	330436	8/29/17	216.50
CUSTOM METAL CONCEPTS INC	STANDARD GAS RAM / PD	330437	8/29/17	1,921.56
DCS TESTING & EQUIPMENT INC	HOSE AND LADDER TESTING / FIRE	330438	8/29/17	3,568.02
DELL MARKETING L P	OPTIPLEX 3030 ALL IN ONE BUILD / MIS	330439	8/29/17	63,203.59
D-MAX ENGINEERING	PARADISE CREEK DAC GRANT	330440	8/29/17	33,613.02
ECMS	TURNOUT REPAIRS / FIRE	330441	8/29/17	260.73
ECOLAB	CHEMICALS FOR DISHWASHER / NUTRITION	330442	8/29/17	248.50
EPLUS TECHNOLOGY INC	VMWARE LICENSING / MIS	330443	8/29/17	15,732.00
FEDEX	FEDEX SHIPPING- ENG/PW	330444	8/29/17	151.62
GOVCONNECTION INC	FORTINET ACCESS POINTS 223C / MIS	330445	8/29/17	5,767.02
GRAINGER	MOP 65179 . SUPPLIES / FIRE DEPT	330446	8/29/17	489.62
GRANICUS INC	MONTHLY MANAGED SVCS / AUG 2017	330447	8/29/17	1,477.35
GUZMAN, K	DEMO CLASS	330448	8/29/17	88.22
HAPPY SOFTWARE INC	HAPPY SUPPORT RENEWAL FY 2018 / SEC 8	330449	8/29/17	11,132.00
HOSOPO CORPORATION	BUILDING FEE REFUND	330450	8/29/17	166.00
INGA JR, R	MEDICAL SERVICES	330451	8/29/17	73.00
KRONOS INC	TELESTAFF UPGRADE - PD	330452	8/29/17	13,801.66
LASER SAVER INC	LASERSAVER PRINTER CONSUMABLES / MIS	330453	8/29/17	2,383.24
LIFETIME PRODUCTS INC	TABLES AND CHAIRS FOR CASA DE SALUD / CSD	330454	8/29/17	1,249.99
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE JUNE 2017	330455	8/29/17	72,040.03
MELLADO DESIGNS	POLO UNIFORMS FOR STAFF / NSD	330456	8/29/17	487.13
MES CALIFORNIA	NOZZLE BUBBLECUP / PW	330457	8/29/17	326.50
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS / FLEET PW	330458	8/29/17	415.15
MOTOROLA SOLUTIONS INC	NETRMS ADD ON TO SAN DIEGO SHERRIFF / PD	330459	8/29/17	24,141.00
MSI MIDSTATE INSTRUMENTS	THERMAL CAMERA KIT / FIRE	330460	8/29/17	12,323.55
MTS	MTS TROLLEY FLAGGER SVC FY 17./ NSD	330461	8/29/17	95.05
MUNICIPAL INFORMATION SYSTEMS	MISAC SOUTHERN CHAPTER MEMBERSHIP / MIS	330462	8/29/17	160.00
NAPA AUTO PARTS	MOP 45735. SUPPLIES / FIRE CHARGES	330463	8/29/17	1.12
NATIONAL CITY TROPHY	MOP# 66556 NATIONAL CITY TROPHY	330464	8/29/17	40.66
NEXUS IS INC	VOIP PHONE SYSTEM PROJECT / MIS	330465	8/29/17	5,336.59



WARRANT REGISTER #9
8/29/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
OLIVER PRODUCTS	MATERIALS FOR HOME DELIVERED MEALS	330466	8/29/17	2,035.80
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	330467	8/29/17	218.48
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / FLEET PW	330468	8/29/17	248.62
PREMIER SAFETY	FILTER SET / FIRE	330469	8/29/17	33.60
PRO BUILD	MOP# 45707. SUPPLIES CMS DAY / NSD	330470	8/29/17	1,818.08
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE / NUTRITION	330471	8/29/17	46.00
PRUDENTIAL OVERALL SUPPLY	MOP# 45742 LAUNDRY SERVICES / PW	330472	8/29/17	286.18
QUESTYS SOLUTIONS	QUESTYS RENEWAL 7/1/17-6/30/18	330473	8/29/17	14,689.84
ROADONE	MOP# 475948 TOWING SERVICES / PW	330474	8/29/17	180.00
SAN DIEGO COUNTY ASSESSOR	COUNTY SD RECORDS / HOUSING	330475	8/29/17	22.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	330476	8/29/17	2,637.76
SAN DIEGO UNION TRIBUNE	UNION TRIBUNE - PUBLIC NOTICES	330477	8/29/17	1,297.40
SDG&E	SDG&E - UTILITIES FOR 130 E. 8TH STREET	330478	8/29/17	135.86
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	330479	8/29/17	1,222.14
SITEONE LANDSCAPE SUPPLY LLC	MOP# 69277 WEED ABATEMENT SUPPLIES / PW	330480	8/29/17	415.35
SMART & FINAL	MOP 45756. SUPPLIES FIRE CHARGES	330481	8/29/17	18.66
SOUTHERN CALIF TRUCK STOP	MOP# 45758 PROPANE / PW	330482	8/29/17	29.04
STAPLES BUSINESS ADVANTAGE	MOP 45704 / OFFICE SUPPLIES / COUNCIL	330483	8/29/17	781.64
SWANK MOTION PICTURES INC	SUMMER MOVIES IN THE PARK / CSD	330484	8/29/17	515.00
SWEETWATER AUTHORITY	WATER SERVICE FOR 500 E PLAZA BLVD. - SW	330485	8/29/17	27.54
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	330486	8/29/17	8,836.59
THE HELMET CENTER LLC	MOTOR HELMETS / PD	330487	8/29/17	1,429.98
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES	330488	8/29/17	334.82
TINOSA INC	CYLINDER HYDRO TESTS / FIRE	330489	8/29/17	1,300.00
TRITECH SOFTWARE SYSTEMS	6160NCPDCA / MIS	330490	8/29/17	7,980.00
U S BANK	CREDIT CARD EXPENSES / FIRE	330491	8/29/17	2,259.98
ULINE	GYM MATS FOR CASA DE SALUD / CSD	330492	8/29/17	980.62
UNITED ROTARY BRUSH CORP	MOP#62883 AUTO SUPPLIES / PW	330493	8/29/17	398.15
UPS SUPPLY CHAIN SOLUTIONS INC	SHIPPING CHARGES / PD	330494	8/29/17	95.00
WILSON, V	POLICE ACADEMY REIM	330495	8/29/17	89.98
VICTOR STANLEY INC	IRON SERIES 36-GALLONS-42 COMPONENTS/ENG	330496	8/29/17	16,720.45
VISTA PAINT	MOP# 68834. PAINT SUPPLIES / NSD	330497	8/29/17	640.87
WEST MARINE PRODUCTS INC	MARINE RADIOS AND WATER SAFETY BAGS / CSD	330498	8/29/17	882.27
WESTFLEX INDUSTRIAL	MOP# 63850 PIPE SUPPLIES / PW	330499	8/29/17	352.71
WILLY'S ELECTRONIC SUPPLY	MOP WILLYS / PD MIS SUPPLIES	330500	8/29/17	9.95
ZOLL MEDICAL CORP	ZOLL MONITOR REPAIR / FIRE	330501	8/29/17	1,083.08
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / JUNE 2017	330502	8/29/17	1,263.87
HINDERLITER DE LLAMAS & ASSOC	CONTRACT SERVICES - SALES TAX	330503	8/29/17	8,815.26
JEROME'S FURNITURE WAREHOUSE	TWIN XL 8" SLUMBER SET FIRM / FIRE	330504	8/29/17	2,079.44
KONICA MINOLTA	COPIER EQUIPMENT LEASE / JUNE 2016	330505	8/29/17	4,287.63
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE FOR POOL / CSD	330506	8/29/17	28,011.14
OPTUM BANK	H S A BANKING DUES APRIL - JUNE 2017	330507	8/29/17	61.75
ROGUE FITNESS	ROGUE HG GYM EQUIPMENT / FIRE	330508	8/29/17	2,563.77
SAN DIEGO UNION TRIBUNE	ADVERTISING / JUNE 2017	330509	8/29/17	1,120.20
SASI	MONTHLY TRUST ACCOUNTING FEES	330510	8/29/17	386.50
REGIONAL TRAINING CENTER	CCMA FY 17/18 ANNUAL FEE-DEESE, RAULSTON	330511	8/29/17	2,250.00
ADMINSURE INC	PROFESSIONAL SERVICES SEPTEMBER	330512	8/29/17	7,169.16
ALDEMCO	FOOD / NUTRITION CENTER	330513	8/29/17	1,768.38
ALL FRESH PRODUCTS	FOOD / NUTRITION	330514	8/29/17	2,003.86
AMERICAN CANCER SOCIETY	TUP REIMBURSEMENT / NSD	330515	8/29/17	84.85



WARRANT REGISTER #9
8/29/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON, S	TRAINING ADV SUB HONOR GUARD / PD	330516	8/29/17	571.64
AT&T	AT&T PHONES JULY 2017	330517	8/29/17	8,799.29
COX COMMUNICATIONS	COX CABLE SERVICES JULY 2017	330518	8/29/17	173.10
CULLIGAN	WATER SOFTENER FOR DISHWASHER & STEAMER	330519	8/29/17	15.00
DEESE, L	TRAINING ADV SUB POLICE CHIEF& CITY MANGER	330520	8/29/17	204.40
DELL MARKETING L P	COMPUTER EQUIPMENT/ HOUSING	330521	8/29/17	3,059.23
ENSAFE INC	ENVIRONMENTAL SERVICES - ENG	330522	8/29/17	17,315.00
G P LUTZ PROPERTIES	T&A#90054 REFUND 421 T AVE	330523	8/29/17	110.88
GOVERNMENT FINANCE	DISTINGUISHED BUDGET AWARDS PROGRAM	330524	8/29/17	425.00
GRAINGER	MOP 65179, BUILDING CHARGES	330525	8/29/17	3.81
GREGORY, B	POLICE ADMIN DEPARTMENT REIM FOR FRAMES	330526	8/29/17	102.33
GUTIERREZ JR, C	TRAINING ADV SUB COMPUTER CRIMES / PD	330527	8/29/17	517.95
GUTIERREZ JR, C	TRAINING REIMB FOR MILEAGE / PD	330528	8/29/17	248.58
HARD ROCK HOTEL PALM SPRINGS	CACEO CONF. LODGING / NSD	330529	8/29/17	884.18
METRO FIRE & SAFETY	SERVICE FIRE EXTINGUISHERS / FIRE	330530	8/29/17	191.28
NEXT DAY PRINTED TEES	STAFF SHIRTS / COMMUNITY SERVICES	330531	8/29/17	287.55
OLIVARES, G	RETIREE HEALTH BENEFITS / AUG 2018	330532	8/29/17	280.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	330533	8/29/17	528.57
PIERSON, D	TRAINING ADV SUB SURVEILLANCE TECH / PD	330534	8/29/17	431.98
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE / NUTRITION	330535	8/29/17	46.00
RIVERSIDE COMMUNITY	TRAINING TUITION PUBLIC SAFETY HONOR GRD	330536	8/29/17	174.00
RODRIGUEZ, M	TRAINING ADV SUB POLICE & CITY MANGER/ PD	330537	8/29/17	256.00
S&S WORLDWIDE INC	GAMES FOR SPECIAL EVENTS / CSD	330538	8/29/17	848.73
SABALA, A	TRAINING ADV SUB HONOR GUARD / PD	330539	8/29/17	571.64
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES	330540	8/29/17	2,505.46
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION CPT/CPR MACIAS & YBARRA	330541	8/29/17	92.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION CPT CPR/NAVARRO	330542	8/29/17	46.00
SAN DIEGO UNION TRIBUNE	CITYWIDE PEDEST. MIDBLOCK	330543	8/29/17	313.22
SANCHEZ, L	RETIREE HEALTH BENEFITS / AUG 2018	330544	8/29/17	330.00
SDCFPOA	SDCFPOA MEMBERSHIP	330545	8/29/17	150.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	330546	8/29/17	1,056.92
STAPLES BUSINESS ADVANTAGE	MOP 45704 / OFFICE SUPPLIES / CMO	330547	8/29/17	924.55
STC TRAFFIC INC	T&A#90163 PARADISE CREEK H.	330548	8/29/17	4,355.00
SWANK MOTION PICTURES INC	SUMMER MOVIES IN THE PARK / CSD	330549	8/29/17	565.00
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	330550	8/29/17	6,463.46
TELLEZ, J	TRAINING ADV SUB COPS WEST / PD	330551	8/29/17	420.80
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES / NSD	330552	8/29/17	29.04
TOPECO PRODUCTS	MOP 63849, FIRE CHARGES	330553	8/29/17	106.63
U S BANK	CREDIT CARD EXPENSES / FIRE	330554	8/29/17	108.33
U S HEALTHWORKS	MEDICAL SERVICES	330555	8/29/17	327.00
ULINE	OUTLET POWER STRIPS AND DOOR HANDLE	330556	8/29/17	92.57
URBAN FUTURES INC	CONTINUING DISCLOSURE / SA	330557	8/29/17	7,000.00
VALENCIA STONE & TILE	APPEAL REIMBURSEMENT / NSD	330558	8/29/17	405.30
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / PW	330559	8/29/17	1,028.35
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	330560	8/29/17	2,079.22
WITMER PUBLIC SAFETY GROUP INC	CLAMPS, VALVES / PW	330561	8/29/17	809.77
YOGA ONE INC	ONSITE INSTRUCTION FOR YOGA EVENT / CSD	330562	8/29/17	350.00



WARRANT REGISTER #9
8/29/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 08/01/17 - 08/14/17	8252017	8/25/17	229,121.86
PAYROLL				
Pay period	Start Date	End Date	Check Date	
18	8/15/2017	8/28/2017	9/6/2017	1,046,019.72
GRAND TOTAL				<u>\$ 1,808,798.21</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 3RD OF OCTOBER 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing on the adoption of an Ordinance of the City Council of the City of National City amending Table 18.21.040 related to the maximum area and number of accessory structures.
(Applicant: Fred Puhn) (Case File 2017-21 A) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Public Hearing on the adoption of an Ordinance of the City Council of the City of National City amending Table 18.21.040 related to the maximum area and number of accessory structures. (Applicant Fred Puhn) (Case File 2017-21 A)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY: _____



EXPLANATION:

The applicant owns a very large lot that is developed with a historic home and several accessory structures. The applicant wishes to construct additional accessory structures; however, the existing number and cumulative square-footage of accessory structures exceeds the maximum allowed by the Land Use Code. The applicant wishes to modify the maximum allowed accessory structure amount in order to construct a new carport, deck, and porch. The current property condition is considered legal nonconforming with regard to accessory structures.

The change to Table 18.21.040 of the Land Use Code was prepared and considered by the Planning Commission on September 18, 2017. The attached Background Report describes the change in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. _____

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☒

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission's recommendation to adopt the amendment to Table 18.21.040 related to the maximum area and number of accessory structures

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Land Use Code amendment.

Ayes: Baca, DelaPaz, Flores, Sendt, Quintero, Yamane

Absent: Garcia

ATTACHMENTS:

- | | |
|----------------------|---|
| 1. Background Report | 5. Proposed Code changes |
| 2. Findings | 6. Planning Commission Resolution 2017-22 (a) |
| 3. Overhead | 7. Public Hearing Notice |
| 4. Site Plan | 8. Ordinance |

BACKGROUND REPORT

The applicant owns a very large lot that is developed with a historic home and several accessory structures. The applicant wishes to construct additional accessory structures; however, the existing number and cumulative square-footage of accessory structures exceeds the maximum allowed by the Land Use Code. The applicant wishes to modify the maximum allowed accessory structure amount in order to construct a new carport, deck, and porch. The current property condition is considered legal nonconforming with regard to accessory structures.

Site Characteristics

The applicant owns an approximately 60,000 square-foot residential property developed with a single-family residence and approximately 2,404 square feet of accessory structures, including a tool shed, oversized garage, washroom, ramada/patio cover, and a porch. The property is on the east side of Shell Avenue and south of East 4th Street in the Small Lot Residential (RS-2) Zone. The existing residence is a historic home that is on a list of locally-designated historic structures.

History

The applicant originally approached the City Council in 2012 and asked for an amendment to the Code related to accessory structures. The City Council initiated the Code Amendment by minute action at their meeting of May 15, 2012. Amendments may be initiated either by minute action (Planning Commission or City Council), which does not require a fee, or by application, which requires a processing fee.

The next step would be the public hearing (which is happening tonight), which requires a separate fee. In an effort to save the applicant money, staff suggested that the amendment be tied in with other code amendments pending at that time. Due to staffing and changes in priorities, the application has remained unprocessed until now.

Proposal

The applicant wishes to amend Table 18.21.040 the Land Use Code, which currently reads as follows:

Attachment 1

Development	Requirement By Zoning District		
	RS-1	RS-2	RS-3
Maximum area (total), accessory structures - Excluding up to 400 SF of covered parking	Greater of 300 SF or 30% of floor area of primary structures	Greater of 300 SF or 30% of floor area of primary structures	Greater of 300 SF or 30% of floor area of primary structures
Number of detached buildings	3	3	3

The applicant's property is currently developed with a 3,316 square-foot home and 2,004 square feet of accessory structures (after discounting 400 square feet of covered parking). This equates to 60% of the area of the primary structure, which is double the allowable amount in the current Code. In addition, there are already three separate detached structures on the site, the maximum allowed under the current Code. Because the existing structures were permitted at the time they were constructed (before the current maximum area was established), the property is considered to be legal nonconforming.

The applicant is requesting that the maximum cumulative square-footage of accessory structures be limited to no more than 10% of the lot. In addition, the limitation on the number of detached structures would have to be increased or removed. The applicant has justified the request based on the fact that the lot is very large and that the current minimums penalize large properties due to homes not being commensurately larger on such lots.

Analysis

The current limit of 300 square feet or 30% of the primary structure area is generally based on an average home size of 1,000 to 1,200 square feet (30% of 1,000 square feet is 300 square feet).

The average lot size in the City is approximately 5,000 square feet, which is also the minimum lot size in most of the City. The applicant's property is 12 times larger than this size. Although the existing residence is significantly larger (3,316 square feet) than what's typically located on an average-sized lot (typically around 1,000 to 1,200 square feet), the house would need to be over 14,000 square feet in size to accommodate the requested amount of accessory structures, which is untenable.

The applicant has suggested that the Code be amended to provide a maximum percentage of accessory structures based on the size of the lot. This would allow a property to have more accessory structures the larger it is. The intent of limiting the total size and amount of accessory structures is to avoid having the accessory structures appear as the primary use. Therefore, it is important that any changes take this into account. The change would need to allow the applicant to accomplish his goal (an additional 2,248 square feet of accessory structures) as well as to ensure that changes do not affect existing neighborhoods by increasing the percentage of accessory structures on existing properties such that the character of the areas is impacted.

In order to address the request, staff is suggesting that a cumulative maximum of 10% of the size of the lot be established rather than 30% of the primary structure. In addition, the caveat that no single accessory structure have a footprint greater than 30% of the primary structure would be added. This would ensure that smaller lots would not be overrun with accessory structures (this would not be an issue on a very large lot). In order to accommodate the additional detached structures, the maximum number would need to be raised to at least five to accommodate the request.

To put this proposed change into perspective, a 5,000 square-foot lot with a 1,000 square-foot house would now be able to have up to 500 square feet of accessory structures as follows:

10% of lot	500 square feet
Max. structure size - 30% of primary structure	300 square feet

Under current standards, the example lot would be allowed 300 square feet of accessory structure. With the change, up to 500 square feet would be allowed. Therefore, the potential increase in accessory structures on existing smaller residential lots would be minimal (up to 40% more, but no more than 200 square feet overall). The larger the home, the less this percentage becomes.

Although the applicant needs the maximum number of detached structures increased in order to accommodate his project, staff has reservations about the increase. While it would likely not be an issue with the subject lot or other large lots, smaller lots may be overrun with multiple smaller structures. To avoid this issue, the number of separate detached structures will change depending on the size of the lot. For lots up to 10,000 square feet in size, the number would remain at three. For lots greater than 10,000 square feet, three additional structures would be permitted for every 5,000 square feet of lot area. This would apply to both the RS-2 and RS-3 zones, where the minimum lot size is 5,000 square feet. No changes to the number of detached structures is proposed

in the RS-1 zone. This is because this zone is the lowest density in the City with a minimum lot size of 10,000 square feet. Changes to the number of detached structures may result in neighborhood character changes in the RS-1 zone that have not been analyzed in this staff report.

In order to accommodate the requested development, staff is recommending that Table 18.21.040 be modified as follows (changes are underlined):

18.21.040 - General Development Standards.

Development	Requirement By Zoning District		
	RS-1	RS-2	RS-3
Maximum area (total), accessory structures - Excluding up to 400 SF of covered parking	<u>10% of lot size (d)</u>	<u>10% of lot size (d)</u>	<u>10% of lot size (d)</u>
Number of detached buildings	3	<u>3 per full 5,000 ft² of lot area</u>	<u>3 per full 5,000 ft² of lot area</u>

(d) No single accessory structure shall have a footprint greater than 30% of the primary structure.

Findings for Approval

There are two findings for approval, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

General Plan conformance

The requested Code Amendment is consistent with the General Plan, as accessory structures are already a permitted use in residential zones. The amendment would only serve to increase the size and amount of accessory structures permitted on residential properties by a relatively small amount. No increase in the number of units or in allowable densities would result from the change. In addition, there is already a maximum lot coverage of 75% in the RS-1, RS-2, and RS-3 zones, which would not change.

CEQA compliance

This application is not considered to be a project under CEQA as any changes would be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code; ministerial projects are already exempt.

Findings for Denial

While staff is in support of the proposed amendment, the change may have some significant effects, particularly on smaller lots. The main issue would be the potential for cluttering on properties with very small houses, which could lend the appearance of more accessory use of a property than the primary residential use (e.g. an 800 square-foot house on a 6,000 square-foot lot, which would allow up to 600 square feet of accessory structures under this change – close to the size of the home).

While these issues would be limited to smaller lots, particularly in heavily-developed areas, the issues are not expected to be present at the subject property. There are very few, if any, lots that are this large (60,000+ square feet), but that are only developed with a single-family residence.

Planning Commission Hearing

Planning Commission conducted a public hearing on the matter at their meeting of September 18, 2017. Commissioners asked questions related to the property condition, public noticing, and applicability of the amendment. The Commission voted by unanimous vote of those present (one member was absent) to recommend approval of the amendment to the City Council.

Summary

The applicant has a unique property in that it is approximately twelve times the size as the minimum lot size in the RS-2 zone, but is only developed with a comparatively small single-family residence. As a result, the strict application of the Land Use Code with regard to accessory structures proves to be a disadvantage for the owner. The property is large enough to accommodate additional accessory structures without detracting from the low density character of the area. In addition, the changes would be limited so that the same could be applied appropriately in the RS-1, RS-2, and RS-3 zones.

Options

1. Approve the amendment to Table 18.21.040 of the Land Use Code based on the attached findings; or
2. Deny the amendment to Table 18.21.040 of the Land Use Code based on attached findings/findings to be determined by the Planning Commission; or
3. Continue the item to a specific date.

Staff is recommending approval of the requested Code Amendment.

RECOMMENDED FINDINGS FOR APPROVAL

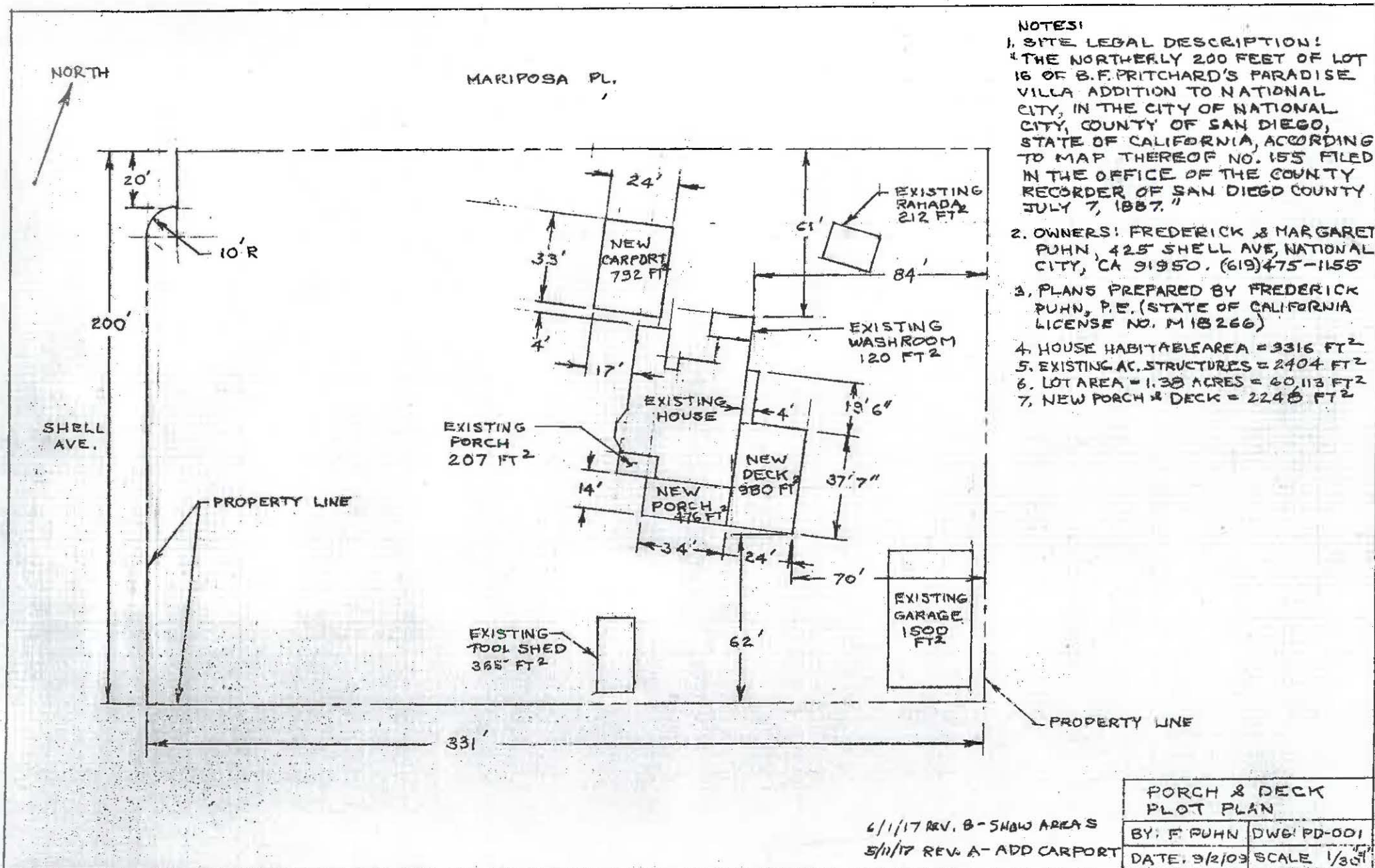
1. That the proposed amendment is consistent with General Plan policy, because accessory structures are already a permitted use in residential zones and the amendment would only serve to increase the amount of accessory structures permitted on residential properties by a relatively small amount; no increase in the number of units or in allowable densities would result from the change. In addition, the maximum lot coverage of 75% will remain.
2. That the proposed amendment has been reviewed to be in compliance with the California Environmental Quality Act (CEQA); the project is not considered a project under CEQA, as any changes would be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code.

RECOMMENDED FINDINGS FOR DENIAL

1. That increasing the amount of accessory structures to ten percent of the size of the lot in the RS-1, RS-2, and RS-3 zones would cause water quality issues due to the increase in impervious surface on smaller lots in heavily-developed areas.
2. That increasing the amount of accessory structures allowable in the RS-1, RS-2, and RS-3 zones could cause the appearance of more of an accessory use than the primary use, thus resulting in a cluttered appearance.

2017-21 A – 425 Shell Avenue – Overhead





Attachment 4

Proposed Code changes

~~Deleted language~~

Proposed language

Development	Requirement By Zoning District		
	RS-1	RS-2	RS-3
Maximum area (total), accessory structures - Excluding up to 400 SF of covered parking	Greater of 300 SF or 30% of floor area of primary structures or 10% of lot size (d)	Greater of 300 SF or 30% of floor area of primary structures or 10% of lot size (d)	Greater of 300 SF or 30% of floor area of primary structures or 10% of lot size (d)
Number of detached buildings	3	3 3 per full 5,000 ft ² of lot area	3 3 per full 5,000 ft ² of lot area

(d) No single accessory structure shall have a footprint greater than that of half of the primary structure.

RESOLUTION NO. 2017-22 (a)

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A MUNICIPAL CODE AMENDMENT
AMENDING SECTION 18.21.040 RELATED TO
MAXIMUM AREA OF ACCESSORY STRUCTURES.
APPLICANT: FRED PUHN.
CASE FILE NO: 2017-21 A**

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, Chapter 18.12.140 (B); and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendment at a duly advertised public hearing held on September 18, 2017, at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearing the Planning Commission considered the staff report provided for Case File No. 2017-21 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, this action is taken in an effort to be compliant with applicable State and Federal law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearing held on September 18, 2017, support the following findings:

- 1. That the proposed amendment is consistent with General Plan policy, because accessory structures are already a permitted use in residential zones and the amendment would only serve to increase the amount of accessory structures permitted on residential properties by a relatively small amount; no increase in the number of units or in allowable densities would result from the change. In addition, the maximum lot coverage of 75% will remain.**

Attachment 6

2. That the proposed amendment has been reviewed to be in compliance with the California Environmental Quality Act (CEQA); the project is not considered a project under CEQA, as any changes would be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 18, 2017, by the following vote:

AYES: Quintero, Baca, Yamane, Sendt, Flores, Dela Paz

NAYS: None.

ABSENT: Garcia

ABSTAIN: None.


CHAIRPERSON



**CITY OF NATIONAL CITY
Office of the City Clerk**

1243 National City Blvd., National City, California 91950
619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, October 3, 2017**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

AN ORDINANCE AMENDING TITLE 18 (ZONING) SECTION 18.21.040 RELATED TO MAXIMUM AREA OF ACCESSORY STRUCTURES.

The amendment would increase the maximum size and amount of accessory structures in the RS-1, RS-2, and RS-3 zones citywide. The full text of the proposed Code Amendment is available for viewing in the City Clerk's Office during normal business hours.

The Planning Commission conducted a public hearing at their meeting of September 18, 2017 and voted 6-0 (with 1 absent) to recommend adoption of the Code Amendment.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

September 20, 2017

Michael R. Dalla, CMC
City Clerk

Attachment 7

The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Title 6 Section 6.04 of the National City Municipal Code regarding business tax rates to comply with current law, including 1) reverting gross receipts a

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Public hearing and adoption of an ordinance of the City Council of the City of National City amending Title 6 Section 6.04 of the National City Municipal Code regarding business tax rates to comply with current law, including 1) reverting gross receipts and flat business tax rates to those established by Ordinance No. 1606, enacted in 1977, correcting rate calculations where necessary; 2) repealing the Marginal Tax Rate Table; 3) repealing Appendix D to Ordinance No. 1606; and 4) refunding business taxes and associated applicable fees overpaid within the twelve months prior to the effective date of this ordinance.

PREPARED BY: Mark Roberts, Director of Finance

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☒

STAFF RECOMMENDATION:

See attached staff report.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. Proposed Ordinance



City Council Staff Report

October 3, 2017

ITEM

Staff Report: Public hearing and adoption of an ordinance of the City Council of the City of National City amending Title 6 Section 6.04 of the National City Municipal Code regarding business tax rates to comply with current law, including 1) reverting gross receipts and flat business tax rates to those established by Ordinance No. 1606, enacted in 1977, correcting rate calculations where necessary; 2) repealing the Marginal Tax Rate Table; 3) repealing Appendix D to Ordinance No. 1606; and 4) refunding business taxes and associated applicable fees overpaid within the twelve months prior to the effective date of this ordinance.

BACKGROUND

Persons or entities conducting business in the City are required by Chapter 6.04 of the Municipal Code to obtain a business license and pay a business tax on an annual basis. The amount of tax paid is based upon a percentage of annual gross receipts received by each business, or on the basis of flat tax rates for specific businesses. The applicable taxes for businesses based upon gross receipts appear in a table designated as Appendix A of Chapter 6.04 of the Municipal Code. The applicable taxes for specific businesses, based upon flat tax rates, are set forth in Sections 6.04.280, 6.04.310, 6.04.320, and 6.04.330 of Chapter 6.04 of the Municipal Code, and upon a table designated as Appendix B of Chapter 6.04 of the Code. Copies of the current Appendix A and Appendix B are attached.

Section 6.04.270 of the Municipal Code provides for the payment of a flat tax upon application for an initial business license; thereafter, with the exception of businesses covered under Sections 6.04.280, 6.04.310, and 6.04.330, the tax is based upon gross receipts. Pursuant to Section 6.04.280, even those businesses for which a flat tax is prescribed by Sections 6.04.280, 6.04.310, and 6.04.330 may instead elect to pay a tax based on gross receipts.

DISCUSSION

Recently, it was determined by City staff that the process utilized for the last enactment of the business tax ordinance, which is the version of the ordinance that currently exists in the aforementioned sections of the Municipal Code and in Appendix A and Appendix B, would not meet current legal requirements. The proposed ordinance would amend these sections of the Municipal Code as well as Appendix A and Appendix B to comply with current law. The effect of the proposed ordinance, if approved, would reduce the business tax by approximately 30%, on average, for businesses required to pay the tax; and authorize refunds to businesses for the overpayment of business taxes and associated applicable fees paid during the twelve-month period prior to the effective date of this Ordinance, up to and including the effective date (overpayment is defined as the difference between what was actually paid and the proposed reduced tax and fees).

The amended versions of Appendix A and Appendix B, which have been re-designated Appendix B and Appendix C, respectively, are included within the proposed ordinance.

In addition to the issues arising from the ordinance enactment process, it has recently been determined that some of the dollar amounts in the gross receipts tax table were miscalculated. These miscalculations have been corrected in the proposed gross receipts tax table, Appendix B. To prevent this error from recurring, it is proposed that the Marginal Tax Rate Table, which was used in arriving at the erroneous calculations, and which was attached to an earlier ordinance (Ordinance No. 1606, enacted in 1977) be repealed. It is also recommended that Appendix D to Ordinance No. 1606, which explains the manner in which the amounts in the Marginal Tax Rate Table are calculated, be repealed.

Lastly, the “National Indices of Ability to Pay and Tax Classification by Industry,” upon which the classification of businesses in Chapter 6.04 is based, is attached to the proposed ordinance as Appendix A. The classification to which a business belongs is one of the factors used to determine the amount of tax payable under the gross receipts tax table.

FISCAL IMPACT

The discrepancies in the aforementioned Municipal Code provisions have, in some cases, resulted in an overpayment of business taxes by affected businesses. Accordingly, the proposed ordinance includes a section providing that upon submittal of a claim for refund, the Director of Finance shall refund the amount of any business tax paid which exceeds the amount of business tax specified in the ordinance. As required by law, the proposed ordinance further provides that refunds would be made for business taxes paid during the one year period prior to the effective date of the ordinance. The estimated impact of the initial refunding of overpaid business taxes and fees is estimated to be approximately \$200,000. Thereafter, the annual impact of the reduction in business taxes is estimated at \$200,000.

RECOMMENDATION

Adopt the ordinance, amending Title 6 Section 6.04 of the National City Municipal Code regarding business tax rates to comply with current law, including:

- reverting gross receipts business tax rates (table, Appendix B) and flat business tax rates (table, Appendix C) to those established by Ordinance No. 1606, enacted in 1977, correcting gross receipts tax table calculations where necessary;
- repealing the Marginal Tax Rate Table;
- repealing Appendix D to Ordinance No. 1606; and
- refunding business taxes and associated applicable fees overpaid within the twelve months prior to the effective date of this ordinance.

ATTACHMENT

Proposed Ordinance

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Wavetec requesting to use the lot located at 1918 Cleveland to repair a 43 ft. sailboat from October 3, 2017 thru December 31, 2017 with no waiver of fees.
(Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Wavetec requesting to use the lot located at 1918 Cleveland to repair a 43 ft. sailboat from October 3, 2017 thru December 31, 2017 with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from Wavetec to use the lot located at 1918 Cleveland to repair a 43 ft. sailboat from October 3, 2017 thru December 31, 2017. The boat has been located at the subject lot for approximately fourteen months. The boat requires upholstery, new electronics, new propeller, light rigging and two water pumps. Once completed the boat will be relocated to Pier 32 for permanent slip location.

The use of this lot for boat repair is not allowed in this zone, hence this TUP request.

Note: This is the first time this organization has requested a Temporary Use Permit to use the subject lot for temporary boat repair.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

City fee of \$237.00 for processing the TUP through various City Departments.

Total Fees: \$237.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950 ■
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☒ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title Complete 43' sailboat for launch date.
Event Location (list all sites being requested) 1918 Cleveland

Event Times

Set-Up Starts

Date Oct. 3rd 2017 Time _____ Day of Week _____

Event Starts

Date _____ Time _____ Day of Week _____

Event Ends

Date _____ Time _____ Day of Week _____

Breakdown Ends

Date 12-31-17 Time _____ Day of Week _____

Applicant Information

Applicant (Your name) Paul Ralph Sponsoring Organization N/A

Event Coordinator (if different from applicant) N/A

Mailing Address 616 San Antonio SD, CA 92106

Day Phone 619 370 7444 After Hours Phone 619 370 7444 Cell 619 370 7444 Fax _____

Public Information Phone _____ E-mail Paul@y4k-inc.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 8/23/17

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ N/A Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ N/A Estimated Expenses for this event.

\$ N/A What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☐ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

complete 43 sail boat for relocation to
pier 32 for permanent slip location. Boat requires
abulstery, new electronics, new propeller, light
Rigging and 2 water pumps.
estimated completion time: 3 months

Estimated Attendance

Anticipated # of Participants: 1-2 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

Section
N/A

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Section
N/A

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid*Section N/A*

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☒

☐ First aid station to be staffed by professional company. ▶ Company _____

Accessibility*Section N/A*

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Elements of your Event

Setting up a stage? Yes ☐ No ☒

Setting up Section N/A

☐ Requesting City's PA system.

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☒ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

- ☐ Sporting Equipment (explain) _____
- ☐ Other (explain) _____
- ☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

- ☐ PA System for announcements ☐ CD player or DJ music
- ☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band
- ☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☐ No ☒

- ☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
- ☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒ *N/A*

- ☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

- ☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____
- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____
- ☐ Vendors selling food # _____ ▶ Business License #(s) _____
- ☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

- ☐ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # _____ ▶ Business License #(s) _____
- ▶ Explain services _____
- ☐ Vendors passing out information only (no business license needed) # _____
- ▶ Explain type(s) of information _____
- ☒ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____
- ☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)
- ☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # _____
- Dimensions _____ Duration _____
- Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

- ☐ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

► Total number of portable toilets: _____

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____

► Load-in Day & Time _____ Company _____ Phone _____
► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ► # of set-up day(s) _____

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____
- ☒ No, breakdown will occur on the event day.

How are you handling clean-up?

N/A

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

Boat is on location and has been for
about 14 months - asking for 3 additional months
to complete so boat mover can take to Marine Group

Please make a copy of this application for your records.

We do not provide copies.

and travel lift into water up the street from
where the boat is sitting. This location is [REDACTED]
well suited for the boat mover and the handling
facility is 1/2 mile to the west.

[Signature]



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>Boat Completion Request</u>	
Event Address: <u>1918 Cleveland</u>	Expected # of Attendees: <u>0</u>
Event Host/Coordinator: <u>N/A</u>	Phone Number: <u>6193707444</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____			X
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			X
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			X
Do all storm drains have screens to temporarily protect trash and debris from entering?			X
Are spill cleanup kits readily available at designated spots?			X

could place if required

could place if required

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: N/A

Person in Charge of Activity: Pam / Ralph

Address: 616 San Antonio SD, CA 92106

Telephone: 6193707444 Date(s) of Use: 10-3-2017

HOLD HARMLESS AGREEMENT

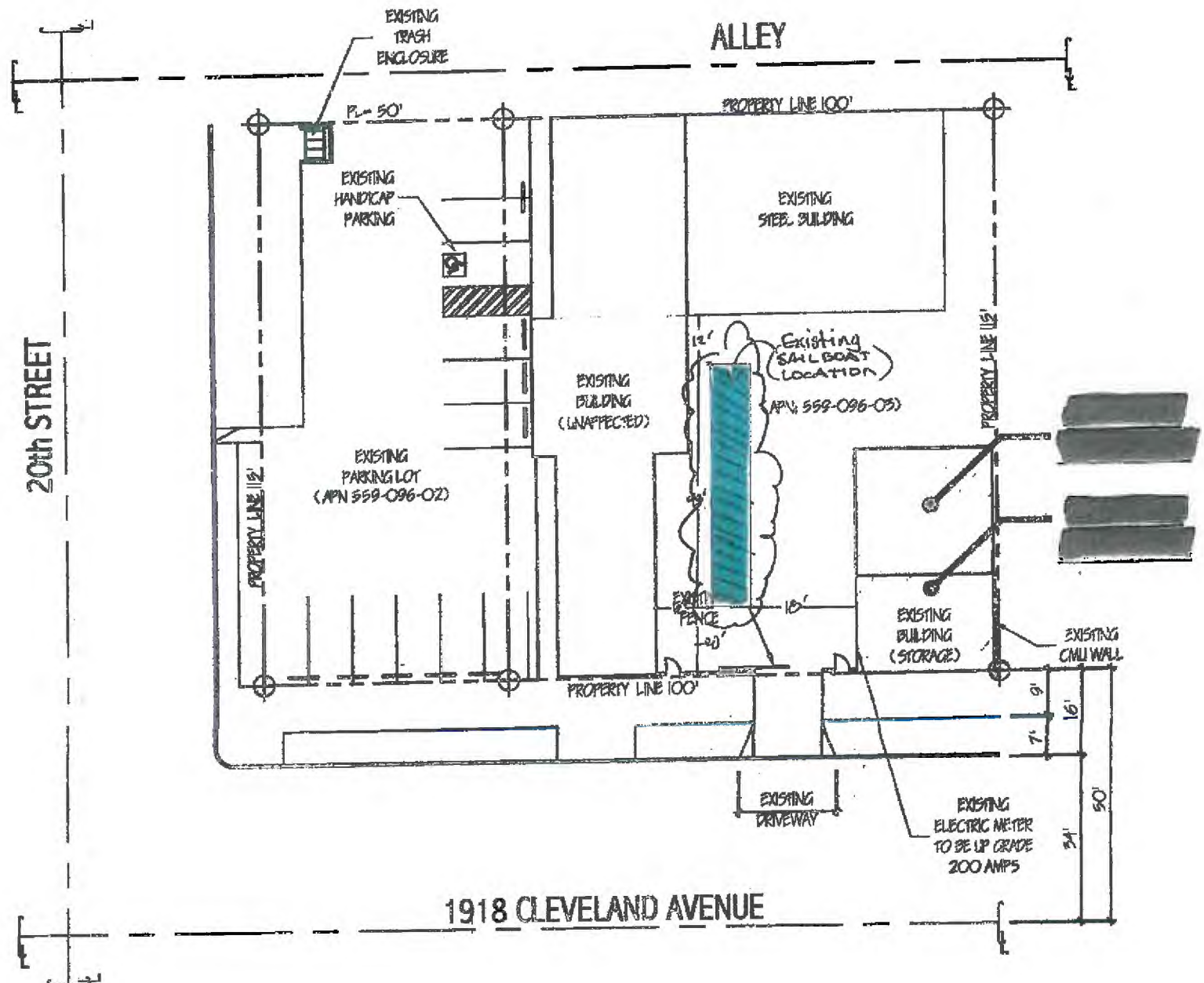
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Owner Date: 8/23/17

For Office Use Only

Certificate of Insurance Approved _____ Date _____



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Wavetec
EVENT: Complete 43' Sailboat for Launch Date
DATE OF EVENT: October 3, 2017 thru December 31, 2017

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
CODE ENFORCEMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

No comments

POLICE DEPARTMENT

This process will not impact patrol services. On duty personnel will be made aware of the move.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officers, officials, employees, agents, and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

COMMUNITY SERVICES

No comments

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

CODE ENFORCEMENT

No work shall be conducted on or at the boat on Sundays. Monday – Saturday work hours shall only occur 7 a.m. – 7 p.m.

The use of this parcel for boat repair is not allowed in this zone. Therefore, a Temporary Use Permit is required.

This boat must be removed from the premises no later than December 31, 2017.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

No involvement

FINANCE

Wavetec has already applied for a Business License. Finance/Business License has no other stipulations.

FIRE (619) 336-4550

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to and in and through all parking lots is to be maintained at all times.
- 2) Fire Hydrants and Fire Department connections for fire sprinkler systems shall not be blocked or obstructed.
- 3) If tents or canopies are used, contact the Fire Dept. for permits, see below
- 4) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. *Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.* Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 5) If work extends what is listed on the TUP, the Fire Dept. will need to be contacted for possible TUP modifications. As well as the County of San Diego Hazmat Division.
- 6) If any hazardous work starts, including fiber glassing, hot work painting, etc. All related California Fire and NFPA Codes will need to be met and the Fire Dept. must be contacted to issue required permits.

The following page(s) contain the backup material for Agenda Item: Report to the City Council of the City of National City from the appointed Proposition “D” Independent Evaluation Committee containing a recommendation regarding the City of National City District Transactions and Use Tax, pursuant to the provisions of Se

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Report to the City Council of the City of National City from the appointed Proposition "D" Independent Evaluation Committee containing a recommendation regarding the City of National City District Transactions and Use Tax, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code.

PREPARED BY: Mark Roberts, Director of Finance

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: Mark Roberts

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Roberts **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Accept and file the report.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Proposition "D" Independent Evaluation Committee Report

Attachment

Report to the City Council of the City of National City from the appointed Proposition “D” Independent Evaluation Committee containing a recommendation regarding the City of National City District Transactions and Use Tax, pursuant to the provisions of Section 4.160.180 of the City of National City Municipal Code.

October 3, 2017

Explanation

In June 2006, the voters of the City of National City approved a one percent district transactions and use tax. The tax was conditioned on two things: it would sunset after ten years; and, every five years, an independent committee comprising three experts in financial matters would “report their(sic) recommendations to the mayor and city council as to whether the transaction and use tax should remain in effect at the rate of one percent, or whether the city council should reduce the rate of tax or terminate the imposition of the tax.”

The first independent committee convened on September 22, 2011. After a series of meetings, the committee delivered its report to the City Council on November 10, 2011, recommending the tax remain in effect at the full rate of one percent. The committee presented its findings and recommendation at the regular City Council meeting of November 15, 2011.

In November 2014, the voters of National City approved the extension of the transactions and use tax at the rate of one percent for an additional twenty years with the same independent review provisions.

The second independent committee, consisting of Haney Hong of the San Diego Taxpayers Association, Ray Major of the San Diego Association of Governments, and Sarah Waller-Bullock from the City of La Mesa, with Ms Waller-Bullock serving as the committee chair, held a series of open meetings, which began January 25, 2017 and concluded July 20, 2017. Having received various presentations from City staff and conducted an extensive review of the City’s financial records, the committee now brings forward its report and recommendations, pursuant to the voter-approved ballot initiatives and Section 4.160.180 of the City of National City Municipal Code.



To: City Council of the City of National City

From: Proposition “D” Independent Evaluation Committee

Date: October 3, 2017

Re: Report and Recommendations on Proposition “D”

Facts & Background

2006 – Proposition “D” Tax Measure passed by voters

On June 6, 2006, National City voters passed Proposition “D,” a one percent transactions & use tax (“transactions & use tax”) measure that imposed a transactions tax for up to ten years to fund City services, facilities, and programs. Proposition “D” requires that “every five years, the mayor, with approval of the city council, shall appoint an independent committee comprised of three experts in financial matters, who will report their(sic) recommendations to the mayor and city council as to whether the transaction and use tax should remain in effect at the rate of one percent, or whether the city council should reduce the rate of tax or terminate the imposition of the tax.”

2011 – Recommendation of the Proposition “D” Independent Evaluation Committee

In 2011, the first Proposition “D” Independent Evaluation Committee (“Committee”) was formed and asked to evaluate and offer a recommendation to the Mayor and City Council pursuant to the covenants of the tax measure. Based on the economic environment at the time and revenue and expenditure projections, the Committee recommended that the transactions & use tax be continued at the current rate.

2014 – Continuation of the Proposition “D” Tax passed by voters

In 2014, with the expiration of the original transactions & use tax on the horizon and the impacts of economic events outside the control of the City, including the global recession and financial crisis, the dissolution of Redevelopment, and the continued take-aways by the State of California further straining the City’s already tight budget, the City Council approved to place the Continuation of City Services Funding Measure on the November 2014 ballot. Voters approved this measure on November 4, 2014. The Continuation Measure kept intact the provision that an independent committee be appointed to make recommendations about the tax rate.

2016 – The 2016 Proposition “D” Independent Evaluation Committee

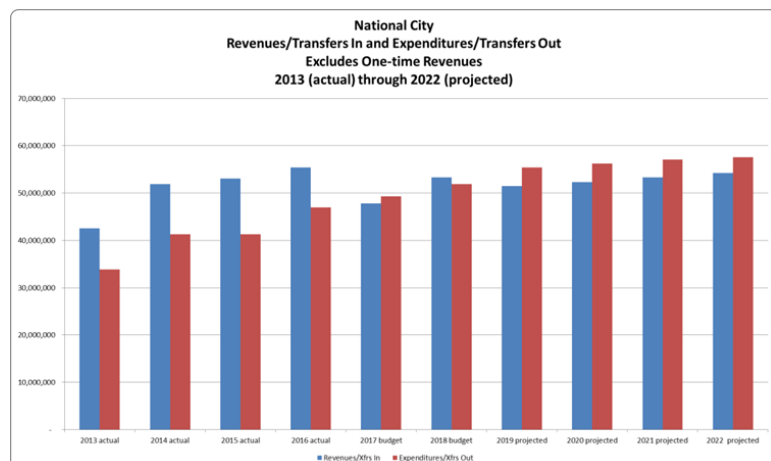
The 2016 Proposition “D” Independent Evaluation Committee began its work on January 25, 2017. At its initial meeting, the Committee received a presentation from City Manager Leslie Deese. Ms. Deese reviewed the financial strategies the City has implemented in order to overcome the structural deficit faced by the City during the previous five years. Ms. Deese also discussed the impact on the City’s ability to provide services should the tax measure be discontinued.

Over the next several months, the Committee received presentations from City staff covering various topics including:

- revenue and expenditure trends and five year forecast;
- productivity and workload statistics;
- ten-year history of budgeted positions for the General Fund and all City funds, including FTEs per 1,000 population;
- City Council Reserve Policy and reserve amounts and history for General Fund and all City funds;
- overview of City’s pension plan, including benefit formulas, Employer Paid Member Contribution (EPMC) amounts, demographics of miscellaneous and safety plans, and options for paying down the City’s unfunded liability;
- asset management overview of the current Capital Improvement Program, including infrastructure, facilities, and vehicle fleet;
- economic development presentation of the City’s developing vision for the future of its downtown, waterfront, and residential areas and the balance between growth and expanding need for City services;
- financial five-year outlook with and without transactions & use tax revenues, including potential impacts on operating budgets, staffing reductions, and reserve balances; and
- presentation by Mayor Ron Morrison on his vision for National City’s future, including diversifying revenue sources while building up the local business base.

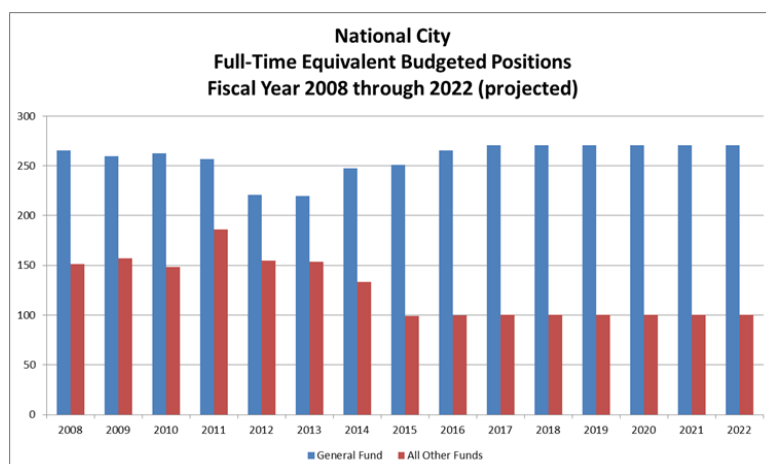
Financial Background and Analysis

Based on information found in the City’s financial reports and provided to the Committee by City staff, transactions & use tax revenues have helped provide the City’s General Fund with a surplus in each of the fiscal years from 2013 through 2016. Beginning in fiscal year 2017 and for the foreseeable future, budgeted expenditures are expected to exceed revenues, creating a budget deficit each



fiscal year. Revenues received from the transactions & use tax help mitigate the budget deficit, but do not fix it.

National City has also worked hard to contain salary and benefit costs by freezing vacant positions and eliminating positions beginning in fiscal year 2012. In addition, National City implemented pension reform measures to help offset rising costs. These measures included fully eliminating Employer Paid Member Contributions, negotiating lower retirement formula tiers for some employees, and implementing the State-mandated pension reform measures in 2013. Despite these measures, pension costs continue to escalate and are expected to be a major factor in the future increasing costs.



Forward-looking Components and the Challenges the Committee Had with Them

Looking Ahead – National City Plans and Challenges

As the oversight committee's charter is to recommend prospectively whether the transactions & use tax should continue at the same rate, a lower rate, or not at all, the Committee requested presentations on National City's plans for the future and discussions on what challenges National City may face. While certainly a contribution to trend analysis, past performance alone by the City with transactions & use tax funds only looks backwards, and the Committee felt strongly the need to look forward.

The Committee received the following future-looking presentations, and the Committee concluded that National City lacks a cohesive vision and strategy for its future. The lack of a strategy makes impossible the creation of a holistic plan to get beyond the structural deficit in the National City budget that the transactions & use tax was intended to address.

Presentation by Mayor Ron Morrison

Mayor Morrison presented a compelling and thoughtful perspective on National City's future, but he immediately caveated that he spoke only for himself and not the City Council as a whole. Regardless of the substance of his vision and however compelling it may have been, the Committee notes that it is important for elected leadership—not just the Mayor, but the entire Council—to curate a conversation with National City residents to determine what the City wants to become and what it would take to create that vision. The Committee does not dispute that this would be a challenging endeavor, but it is the very type of adaptive problem, as defined by Harvard's Ron Heifetz and Marty Linsky, that demands leadership.

Presentation by the Economic Development Department

The Housing & Economic Development Department presented plans on the future of National City's downtown and an exciting video that visualizes what the community could look like. Again, however, the Committee notes that the plan is an isolated plan, not placed within the context of a larger vision or strategy. The Committee could not conclude whether this plan aligned with the earlier Downtown Specific Plan, referenced by Mayor Morrison in his presentation, and the Committee also notes that even if fully realized, the impact to property tax and sales tax revenue would fall markedly short in closing the structural deficit faced by National City.

Presentation on Coordination with the Port of San Diego

City staff presented the latest activity related to the tidelands within National City's boundaries that are managed by the Port of San Diego, and the Committee notes that the City staff's goals, even if achieved, would be only minimal and very incremental in addressing the structural deficit.

Recommendation to Continue the City of National City's District Transactions & Use Tax at the Current Rate of One Percent, with Dissenting Opinion

Why the Committee Voted for Continuance

The Committee carefully evaluated National City's financial situation and looked at both the costs associated with running the City and the revenues available for the City from all sources, including the transactions & use tax, to provide those services. The fundamental cause of the General Fund deficit stems from three factors: increased costs to provide basic services paid for through the General Fund, anemic to no growth in real dollar terms in sales tax revenue since the Great Recession, and reductions in revenue from the State of California.

When a city's general fund is out of balance, only three choices exist:

- 1) revenues can be increased;
- 2) expenditures can be reduced; or
- 3) a combination of the two.

National City has focused on, and continues to manage, expenditures. Revenue enhancement is extremely difficult, and there is no plan in place that would significantly increase revenues in the near term, or even in the foreseeable future. Revenue growth resulting from improved economic conditions occurs slowly and will not supplant the need for the transactions & use tax, and the economic development programs presented to the Independent Evaluation Committee have not convinced the Committee that any real revenue enhancements will occur from the plan as outlined.

Despite the rising costs to provide services, and less-than-needed increases in revenues, the Committee found that the City staff have fulfilled their duty of being good stewards of the public's funds, that monies available to the City are spent on necessary support services and for

the public good, and that costs are minimized and vacant positions are not filled to contain spending. Even with these fiscally conservative efforts, the Committee found that eliminating the transactions & use tax at this time would be detrimental to the financial health of the City and negatively impact the residents and businesses residing in National City.

It is for these reasons, it is the recommendation of the Proposition “D” Independent Evaluation Committee that the Mayor and City Council keep the transactions & use tax in effect at the full rate of one percent.

Dissenting Opinion (Committee Member Hong)

The Committee’s vote to recommend the maintenance of the transactions & use tax at the same rate of 1% was not unanimous with the following reasoning for the dissenting opinion. The recommendation is that—until the elected leadership of National City develop and lead with a cohesive strategy for National City’s future—the citizens of National City should not have to pay this additional tax. This opinion notes that National City is, relative to other cities in the region, low income, and there is a fear that the continuance of the transactions & use tax without a meaningful plan to correct the structural deficit merely perpetuates the challenges faced by the City and prolongs the likely life of the transactions & use tax.

The City staff are not equipped by the City’s elected leadership to make progress against a meaningful plan to correct the structural deficit that the transactions & use tax is intended to correct. As a matter of public administration, the absence of performative goals is quite alarming. But to be clear, this is a leadership challenge and not a staff failure. The staff report to legitimately elected officials who are responsible for laying out the goals against which staff need to perform. As noted in the section on looking ahead, developing goals as a body of elected officials is certainly challenging, but that is a duty squarely in the realm of elective leadership.

It is a matter of record that City staff have engaged in numerous activities to cut costs and improve efficiencies in the operations of National City. Indeed, this was reflected in the presentations, as well as the report of the predecessor oversight committee. This opinion does not dispute this finding and assesses that City staff continue these efforts to operate efficiently.

Cost cutting alone, however, is far from sufficient in addressing the structural deficit faced by National City, and the plans for the future are too piecemeal and—even if realized perfectly—wholly inadequate in addressing the structural deficit. For example, the presenters lauded the establishment of an In-n-Out restaurant immediately adjacent the I-5 freeway and described the additional sales tax revenue, as a result. Notably, however, there is insufficient zoned land to replicate such successful establishments to create scale or substantive impact against the structural deficit. This is not to say that the author of this dissenting opinion would naively believe a single type of economic activity should address the structural deficit, but, rather, that activity should all be placed in the context of performative goals and an overarching strategy. Because of the constraints faced by the City, elected leadership have a responsibility to engage constituents to make value judgments and hard calls. There are too many mutually exclusive and zero-sum decision points that need to be made to address the structural deficit.

Essentially, the elected leadership of National City must choose one of two pathways: either engage the constituency and make the necessary—and hard—choices needed to generate sustainable revenue to eliminate the transactions & use tax or tell constituents that the transactions & use tax will continue in perpetuity because the hard choices cannot be made.

Additional Recommendations

- The Committee unanimously concurs with the recommendation of the dissenting member that the elected leadership of the City must choose one of two pathways: either engage the constituency and make the necessary—and hard—choices needed to generate sustainable revenue to eliminate the transactions & use tax or tell constituents that the structural deficit may continue, potentially necessitating a continuance of the transactions & use tax beyond its planned sunset.
 - To assist the elected leadership in understanding what potential choices may need to be made, several economic scenarios could be developed to determine possible revenue outcomes. For instance, a best-case economic scenario would inform a public dialogue on what would need to be achieved in order to close the structural deficit.
- The structure of the next Proposition “D” Independent Evaluation Committee should consist, at least, of five members in order to facilitate offline working groups and more robust dialogue without violating the Brown Act. The Committee further recommends that the next committee have participation from at least one resident of National City and a representative from the business community of National City.
- The presentations provided to the next committee should be ordered such that the financial performance presentations are placed in the context of vision and strategy for the City. More specifically, the future Committee’s work would be enhanced if the order of presentations goes as such:
 - vision and strategy by the Mayor and City Council;
 - the long-term economic strategy intended to achieve said vision;
 - the financial projections needed to achieve that long-term economic strategy; and
 - the historic financial performance of the City.
- With respect to the long-term economic strategy above, the next Committee should note the following:
 - whether it is consistent with the adopted General Plan;
 - whether it adequately projects five, ten, and fifteen years out;
 - whether it resolves the structural deficit that the temporary nature of the transactions & use tax was intended to resolve.
- The next committee should be convened as soon as possible after the cohesive development of vision and strategy with associated long-term economic strategy and financial projections and, preferably, sooner than the five-year point, to make a prospective recommendation for the transactions & use tax. This committee’s recommendation to continue the one percent rate was predicated on historic performance, but there is no empirical evidence to suggest that the structural gap is closing.

The following page(s) contain the backup material for Agenda Item: Report and Presentation on Sewer Rate Study and Proposed Rate Increase. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3rd, 2017

AGENDA ITEM NO.

ITEM TITLE:

Report and Presentation on Sewer Rate Study and Proposed Rate Increase

PREPARED BY: Kuna Muthusamy, Assistant Director

PHONE: 619-336-4383

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached background report



FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

1. Accept and file Sewer Rate Study
2. Direct Staff to mail out Notice of Public Hearing per Proposition 218 requirements

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report
2. Power Point Presentation
3. Sewer Rate Study
4. Notice of Public Hearing

The following page(s) contain the backup material for Agenda Item: Discussion of the proposed termination of the federal Deferred Action for Childhood Arrivals (DACA) program, including consideration of a Resolution in support of the program. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Discussion of the proposed termination of the federal Deferred Action for Childhood Arrivals (DACA) program, including consideration of a Resolution in support of the program.

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

DEPARTMENT: City Manager's Office

APPROVED BY: 

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Accept the report and provide any further direction to staff.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report



City Council Staff Report

October 3, 2017

ITEM

Staff report – Discussion of the proposed termination of the federal Deferred Action for Childhood Arrivals (DACA) program, including consideration of a Resolution in support of the program.

INTRODUCTION

At the September 5, 2017 meeting of the City Council, during Public Comment, the City Council was asked to give consideration to the adoption of a Resolution in opposition to the anticipated termination of the federal Deferred Action for Childhood Arrivals (DACA) program. During the Council Comment portion of the same meeting, the City Council directed staff to return with an agendized item on the subject, allowing the Council to engage in a dialog on what can be done to support the “DREAMers”, including a discussion of what other municipalities are doing related to this matter.

BACKGROUND

On June 15, 2012, the Secretary of Homeland Security announced that certain people who came to the United States as children and meet several guidelines may request consideration of deferred action for a period of two years, subject to renewal. In response, on August 15, 2015, U.S. Customs and Immigration Services (USCIS) began accepting applications for DACA deferments. A deferred action is a discretionary determination to defer a removal action of an individual as an act of prosecutorial discretion.

The guidelines for consideration of a DACA application are as follows:

1. Were under the age of 31 as of June 15, 2012;
2. Came to the United States before reaching their 16th birthday;
3. Have continuously resided in the United States since June 15, 2007, up to the present time;
4. Were physically present in the United States on June 15, 2012, and at the time of making the request for consideration of deferred action with USCIS;

5. Had no lawful status on June 15, 2012;
6. Are currently in school, have graduated or obtained a certificate of completion from high school, have obtained a general education development (GED) certificate, or are an honorably discharged veteran of the Coast Guard or Armed Forces of the United States; and
7. Have not been convicted of a felony, significant misdemeanor, or three or more other misdemeanors, and do not otherwise pose a threat to national security or public safety.

Individuals granted deferment under DACA are considered to be lawfully present in the United States during the period in which the deferred action is in place. Such deferrals are granted for a period of two years and may be renewed, through a renewal application process, on a case-by-case basis at the discretion of the USCIS. During the period of deferral, individuals may obtain employment authorization from USCIS provided they can demonstrate an economic necessity for employment.

The individuals currently living in the United States under a DACA deferment are often referred to as “DREAMers”. The term stems from the Development, Relief and Education for Alien Minors (DREAM) Act that failed to pass in 2010. According to one report, as of March 31, 2017, 787,580 people have been approved for the program since it began and nearly 800,000 renewals have been approved over the life of the program.

On September 5, 2017, the Department of Homeland Security (DHS) initiated an orderly phase out of the DACA program with a limited, six-month window during which it will consider certain requests for DACA applications for work authorization, under specific parameters. Individuals who have not submitted an application by September 5 for an initial request under DACA may no longer apply. Those individuals that currently have a DACA deferral status will retain their period of deferred action and employment authorization document until they expire, unless terminated or revoked. Those that expire between September 5, 2017 and March 5, 2017 can apply for renewal if they file on or before October 5, 2017.

During the six-month phase out period, the United States Congress will consider options for a permanent legislative solution to replace or continue the current program. Since the September 5, 2017 announcement, there has been much informal discussion on the issue but no additional formal action or executive orders issued. It is uncertain what will happen to the current “Dreamers” if there is not a continuation of the current program or a replacement for it by the time DACA is scheduled to end in March, 2018.

DISCUSSION

At the direction of the City Council, staff reached out to other California cities to find out what steps they are taking in relation to this matter. To date, staff has not identified a local municipality that has taken a formal position or action related to DACA. At the State level, on September 6, 2017, the Attorneys General for 15 States and the District of Columbia sued the U.S. government to block the end of DACA. The constitutional argument includes allegations that the decision was motivated by discriminatory reasons, that it violated due process by being fundamentally unfair and that it violated laws that dictate procedures for federal regulations. The plaintiff States in the lawsuit are Connecticut, Delaware, Hawaii, Illinois, Iowa, Massachusetts, New Mexico, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington.

On September 11, 2017, the Attorneys General for California, Maine, Maryland and Minnesota have filed a lawsuit over the decision to end DACA. The suit, filed in the U.S. District Court for the Northern District of California argues that the rescinding DACA is a violation of the Constitution and federal laws. Included in the complaint are allegations that:

- The Administration's termination of DACA and the associated DHS memorandum may lead to the untenable outcome that the Administration will renege on the promise it made to Dreamers and their employers that information they gave to the government for their participation in the program would not be used to deport them or prosecute their employers. The threatened misuse of sensitive information provided in good faith by DACA grantees to the government is fundamentally unfair, violating the Fifth Amendment's due process guarantee.
- The federal Regulatory Flexibility Act also requires the government to analyze the effects of a proposed change on small businesses, many of which are owned by, or employ, Dreamers, and take comments on the proposed change. The Administration completely ignored these legal requirements.
- The termination of DACA directly affects the substantive rights of almost 800,000 people and indirectly affects millions more, as well as small and large businesses, non-profits, and the towns, cities and states that these individuals call home. The federal Administrative Procedure Act requires such a change to be made for sound reasons, and for the public to be able to make formal comments on it before it is made into law. Whether or not the initiative was implemented through notice and comment rulemaking, it cannot be terminated without it.

On September 7, 2017, the local Sweetwater Union High School District issued a letter to Sweetwater families in response to the DACA announcement, restating the district's commitment to maintaining a safe and healthy learning environment for students, with an

affirmation to provide a safe, welcoming, and inclusive learning environment for immigrant students and their families.

As discussed above, there have been no known actions taken at the local level. The only Resolution identified is the Resolution presented to the Council during the September 5, 2017 Public Comment, as noted above, directing revisions. A copy of said Resolution has been provided to the Council as an attachment to this report for consideration.

RECOMMENDATION

Accept the report and provide any further direction to staff.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Attachments:

1. Citizen Draft Resolution in Support of Dreamers
2. Sweetwater Union High School District Message to Families on Pending DACA Decision.

Resolution In Support of DREAMers

My name is Coyote Moon, and I live on East 11th St. I'm here to support an agenda item for a Resolution declaring that National City will support our DREAMers! This is an example.

Whereas, the 2016 electoral season included divisive rhetoric targeted at women, LGBTQ people, persons with disabilities, Muslims and other religious minorities, immigrants (both documented and undocumented), DREAMERS (Development, Relief & Education of Alien Minors" DREAM ACT), DAPA (Deferred Action for Parents of Americans), DACA (Deferred Action for Childhood Arrivals) students, and people of color including Black, Brown and indigenous peoples.

Whereas, in light of the results of the 2016 election, National City teachers and parents have witnessed our students expressing, in both public and private, confusion, anxiety, fear for their physical safety and well-being, and concerns about their individual rights, all of which negatively impact the achievement of their educational goals;

Whereas, a mission of our city is to serve and support all students to achieve student success, and the core value of this student focus requires us to address the needs of students in our actions, work harmoniously, and show compassion;

And whereas, our DREAMers are in distress and fearful of imminent deportations by the U.S. President, and this is affecting their motivation to continue their education; Therefore, Be It Resolved, that National City reaffirms its commitment to fostering a diverse, inclusive, and safe environment for all students, free from discrimination, bullying, harassment, and fear,

Be It Further Resolved, that National City encourages our citizens to show compassion and support for students who may be experiencing anxiety, uncertainty, and fear in the current political climate,

Be It Further Resolved, that National City strongly supports the letter from University of California President Janet Napolitano, California State University Chancellor Tim White, and California Community College Chancellor Eloy Ortiz Oakley urging President Trump to continue the DACA program,

Be It Further Resolved, that National City will support every measure to assure that our city is a safe place for the continuation of the education of all our students, and in particular for our DACA and DAPA students and all other targeted populations,

Be It Finally Resolved, that National City will work with campus and community organizations to advocate for policies and procedures that will comprehensively protect the safety and security of our students, faculty, staff, and the broader community.

SWEETWATER DISTRICT MESSAGE TO FAMILIES ON PENDING DACA DECISION

Dear Sweetwater Families:

Yesterday, the White House announced calling for an end to the Deferred Action of Childhood Arrivals program (DACA). The DACA program allows undocumented immigrants who arrived in the United States as minors to apply for a renewable two-year work permit and shields them from deportation.

It is important for you to know that all of our students have the right to attend school without the fear of detention and/or deportation. The Sweetwater school community believes strongly in ethics of tolerance and respect for all. What makes our district so unique is the different background and culture each student brings to our classrooms every day.

Last year, the Sweetwater Board of Trustees passed Resolution 4468, Advocating For and Protecting Each of the District's Students as an outward demonstration of our commitment to "promote inclusion and provide a safe and secure environment...wherein each student and each employee is protected from all forms of discrimination." The board then reinforced the resolution with adoption of Board Policies 5145.4, 5145.41, 5145.42 – all of which establish procedures to further protect/enforce our student's immigration rights.

The Sweetwater District is committed to maintaining a safe and healthy learning environment for each of our students by affirming the clearly stated values of safety, inclusion, and equity. The policies affirm the District's commitment specifically to providing a safe, welcoming, and inclusive learning environment for immigrant students and their families. Please know that these policies prohibit information-sharing with local law enforcement and federal immigration authority to the fullest extent possible under the law.

Further, the state of California has its own California Dream Act, which is unrelated to DACA and allows undocumented students to receive state financial aid for college.

We are grateful to our Board for their vision and leadership and we are proud of the beliefs and values we embrace as a district.

If you have questions or concerns regarding your legal rights, we encourage you to seek independent legal counsel. Additional resources for families can be found on the San Diego County Office of Education website at <http://www.sdcoe.net/educators/Pages/Immigration-Law-Briefing-for-Schools.aspx>

Sincerely,

Karen Janney, Ed.D.

Superintendent

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Letter of Consent approving the transfer in interest of Centerline California Corporate Partners IV, L.P. and

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 3, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Letter of Consent approving the transfer in interest of Centerline California Corporate Partners IV, L.P. and Related California Corporate IV SLP, L.P. as Limited Partners to National Community Renaissance of California, a California non-profit corporation, or an affiliate of the General Partner, to enable the refinancing and rehabilitation of Vista del Sol Apartments located at 1545 Q Avenue in National City.

PREPARED BY: Carlos Aguirre, Housing and Econ. Dev. Mgr. **DEPARTMENT:** Housing & Economic Dev.

PHONE: 619-336-4391

EXPLANATION:

See Attachment No. 1

APPROVED BY: 

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact caused by the transfer, as the General Partner and the new Limited Partner will still be responsible for the existing indebtedness owed to the Housing Authority.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1: Background Report
- 2: Consent Letter
- 3: Resolution

REFINANCE OF VISTA DEL SOL (FORMERLY “Q” AVENUE COMMUNITY)

BACKGROUND

National Community Renaissance of California, a California non-profit corporation, (NCRC) recently submitted a tax-exempt bond application for Vista Del Sol (Property) as part of a new plan to refinance and rehab the Property. The Property, located at 1545 “Q” Avenue, National City, CA 91905, is a 132 unit collection of apartment buildings which NCRCⁱ acquired and rehabbed with financial assistance from the Community Development Commission of the City of National City (CDC) in 1998.

On June 8, 2016, as part of the refinancing of the Property, the Community Development Commission-Housing Authority (CDC-HA), as the Housing Successor Agency to the CDC, executed a Commitment letter to enable CDC-HA’s existing loan(s) to be assigned to and assumed by NCRC or a NCRC formed limited partnership as a new loan (New Loan) under the following terms:

- Loan Amount –Up to \$7,646,061ⁱⁱ which is the loan balance and accrued interest of the CDC-HA Residual Receipts Loan and CDC-HA Rehabilitation loan as of December 31, 2015. (No additional or new CDC-HA funding is contemplated or proposed in this Commitment Letter);
- Interest Rate – 3% simple per annum;
- Term of Affordability – 57 years from the date the Assignment & Assumption Agreement and related documents are executed;
- Term of the Loan – 57 years from the date the Assignment & Assumption Agreement and related documents are executed;
- Repayment: Annual payments based on a to-be-determined percentage of residual receipts to be defined in the assignment and assumption agreement and related document; and,
- Collateral: Deed of trust secured by the land and improvements.

The New Loan will be non-recourse and subject to meeting all CDC-HA requirements and acceptance of due diligence documentation. The proposed Sources & Uses under the refinancing plan is on the following page.

SOURCES OF FUNDS					Total
				First Mortgage	\$ 8,236,695
				Deferred Dev Note	174,392
				General Partner Equity	100
				Refinance Loan	-
				CDC of City of National City Loans (Assumption)	7,646,061
				Seller Carryback Loan (NCRC)	2,895,295
				Grants and Federally-Subsidized Loans:	
				All grant proceeds and BMIR Loans used to finance costs in eligible basis	-
				Historic Credits	-
				Limited Partner Equity	8,585,157
				TOTAL SOURCES OF FUNDS	27,537,699
				USES OF FUNDS	
				Land and Building Acquisition	12,484,626
				Construction "Hard" Costs	7,149,660
				Contractor and Developer Fees	2,438,891
				Soft Costs	5,464,522
				TOTAL USES OF FUNDS	\$ 27,537,699

Under the proposed refinancing and rehabilitation plan, NCRC intends to secure tax exempt bond and tax credit allocations and close financing and begin rehabilitation of Vista del Sol in late 2017 or early 2018. In order to proceed with new financing, Centerline California Corporate Partners IV L.P. and Related California Corporate IV SLP, L.P. must agree to transfer their entire interest in the as Limited Partners to NCRC as the new Limited Partner.

The purpose of the attached letter is to request written consent to the transfer of the interest of the Investor Limited Partner and the Special Limited Partner in the Partnership. Pursuant to CDC-HA loan requirements, the Borrower shall not sell, convey, transfer, or dispose of the Property, or any part thereof or interest therein, without first obtaining the written consent of the Lender. The Partnership will remain subject to all existing indebtedness to the CDC-HA.

ⁱ NCRC (formerly Southern California Housing Development Corporation) is the developer and property manager of the Property and through its affiliate, The Southern California Housing Development Corporation of Orange, formed Copper Hills Apartments Limited Partnership, to own the Property for tax credit syndication purposes.

ⁱⁱ CDC Residual Receipts Loan Balance as of December 31, 2015 - \$973,707; CDC Accrued Interest as of December 31, 2015 - \$2,434; CDC Rehabilitation Loan Balance as of December 31, 2015 - \$4,454,037; CDC Accrued Interest as of December 31, 2015 - \$2,215,883.

Copper Hills Apartments Limited Partnership
 c/o Southern California Housing Development Corporation of Orange
 9421 Haven Avenue
 Rancho Cucamonga, CA 91730

September 18, 2017

Ms. Leslie Deese
 Executive Director
 Community Development Commission-Housing Authority (“CDC-HA”)
 City of National City
 140 East 12th Street, Suite B
 National City, California 91950-6530

Copper Hills Apartments Limited Partnership (the “Partnership”)

Dear Mr. Aguirre:

Reference is hereby made to that certain Residual Receipts Loan, dated February 9, 1999 and the Rehabilitation Loan, dated June 1, 1999 in the original principal amounts of \$2,400,000 and \$4,454,037 respectively (the “Loans”) from the City of National City Community Development Commission-Housing Authority (the “Lender”) to the Partnership, pursuant to that certain Affordable Housing Agreement, Regulatory Agreement and Declaration of Restrictive Covenants, and Operating and Maintenance Agreement, dated December 7, 1998 (the “Loan Agreements”), in connection with the development, construction and operation of that 132-unit apartment complex in National City, California, known as “Vista del Sol Apartments” (the “Property”). The Loans are evidenced by that certain Residual Receipts Promissory Note dated as of February 9, 1999 and that Rehabilitation Promissory Note, dated as of June 1, 1999 (the “Notes”) and secured by that certain Deed of Trust dated as of February 9, 1999 and that Construction Deed of Trust, dated as of June 1, 1999 (the “Mortgages”) from the Partnership to the Lender.

Centerline California Corporate Partners IV LP, the 99.98% investor limited partner of the Partnership (the “Investor Limited Partner”), and Related California Corporate IV SLP, L.P., the 0.01% special limited partner of the Partnership (the “Special Limited Partner”), have agreed to transfer their entire interest in the Partnership to National Community Renaissance of California, a California non-profit corporation (“NCRC”) or an affiliate of the General Partner, as defined below. NCRC is affiliated with the Southern California Housing Development Corporation of Orange, the current general partner of the Partnership (the “General Partner”).

The purpose of this letter is to request your written consent to the transfer of the interest of the Investor Limited Partner and the Special Limited Partner in the Partnership. Pursuant to Section 6 of the Notes, the Borrower shall not sell, convey, transfer, or dispose of the Property, or any part thereof or interest therein, without first obtaining the written consent of the Lender. The Partnership will remain subject to all existing indebtedness, including the Loan.

Copper Hills Apartments Limited Partnership
September 18, 2017

Any reference to the Investor Limited Partner or the Special Limited Partner in the Loan Documents shall henceforth be deemed to refer to NCRC or the designated affiliate of the General Partner and all notices should be sent to:

National Community Renaissance of California
9421 Haven Avenue
Rancho Cucamonga, CA 91730
Attention: Kevin Chin

Please acknowledge consent of such transfer by executing a copy of this letter where indicated below and returning (i) an original executed acknowledgment to my attention at the address listed above and (ii) a copy of the executed acknowledgement to Kevin Chin, Vice President of Project Development via email at kchin@nationalcore.org.

Please feel free to contact Kevin Chin at (909) 204-3540 or Sara Silverstein at Klein Hornig LLP, at (202)-842-9006, ssilverstein@kleinhornig.com, with any questions. Thank you for your prompt attention to this matter.

Sincerely,

COPPER HILLS APARTMENTS LIMITED
PARTNERSHIP

By: SOUTHERN CALIFORNIA HOUSING
DEVELOPMENT CORPORATION OF
ORANGE, its general partner

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED BY LENDER:

CITY OF NATIONAL CITY COMMUNITY DEVELOPMENT COMMISSION-HOUSING
AUTHORITY

By: _____

Leslie Deese

Its: Executive Director

cc: Atty. Alison Wadle, Alden Torch Financial
Atty. Chrysa Long, Klein Hornig LLP
Atty. Sara Silverstein, Klein Hornig LLP